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## County of Los Angeles COMMUNITY AND SENIOR SERVICES

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*Enriching Lives Through Effective And Caring Service*



css.lacounty.gov

Cynthia D. Banks  
Director  
Otto Solórzano  
Chief Deputy

February 19, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

13 February 19, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

### **AGREEMENT WITH RTZ ASSOCIATES INC. FOR COMMUNITY AND SENIOR SERVICES AREA AGENCY ON AGING AUTOMATION SOLUTION**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

### **SUBJECT**

Request Board approval of Community and Senior Services (CSS) Agreement with RTZ Associates Inc. (RTZ) for the provision of an Area Agency on Aging (AAA) Solution (Solution) for tracking AAA clients (Agreement), which will replace CSS' existing automated data collection and reporting system.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of CSS to finalize and execute the Agreement with RTZ, substantially similar to the attached Agreement, for a contract term commencing upon its execution by the Director of CSS and RTZ and continuing for the Initial Term of four (4) years from the County's final acceptance of the Solution at a maximum County obligation of \$1,249,500.
2. Delegate authority to the Director of CSS to exercise approval of the two (2) optional one-year term extensions. Option year one obligation of \$259,560 and Option year two obligation of \$267,347 for a maximum County obligation of \$526,907.
3. Delegate authority to the Director of CSS to authorize the expenditure of pool dollars for optional work requested by County up to the maximum amount of \$265,593.

4. Delegate authority to the Director of CSS to execute future Amendments to add or change certain terms or conditions in the Agreement as required by the Board of Supervisors or Chief Executive Officer, subject to the review and approval of County Counsel.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this recommended action is to allow CSS to enter into the Agreement with RTZ for the implementation and maintenance of its AAA Solution called “GetCare” that will replace the Department’s existing AAA data collection and reporting system.

The current legacy automated data collection and reporting system has been in use for approximately five (5) years and moved the CSS AAA operations into an automated environment. That was a sole source procurement as, at that time, there were no other mature solutions that were capable of handling AAA operations of the size and complexity of Los Angeles County within the required time frames to meet State and Federal requirements. The Agreement with RTZ is a result of an open and competitive solicitation process.

Under the Agreement, RTZ will provide access to the Solution called “GetCare” via a web-based application. This Solution will support the CSS AAA data collection and reporting operations within the County. The system will also support real time status and tracking of consumers and services from contracted AAA support vendors. Additionally, the system will incorporate a County of Los Angeles, Community and Senior Services barcode identification card and key fobs for consumers. This barcode identification system will use the same identification cards as the CSS Community Centers, further expanding capabilities to link Community and Senior Services consumers, services, and activities.

The system provides for many configuration points without the need for custom programming and two way interfaces for updating of consumer information between the automated solution of CSS Community and Senior Centers (My Senior Center application) and this AAA Solution (the “GetCare” application from RTZ), as there is believed to be a large percentage of consumers who use both AAA and Community and Senior Center services.

#### **Performance Measures**

The vendor’s performance will be measured based on twenty-six detailed deliverables outlined in the Agreement, which include, among others, implementation, volume testing, migration of data, training, interfaces, production readiness, and maintenance.

#### **Implementation of Strategic Plan Goals**

The recommended actions support the County of Los Angeles Strategic Plan 2012 Update, Strategic Plan Goal 1: Operational Effectiveness – maximize the effectiveness of the process, structure, and operations to support timely delivery of customer-oriented and efficient public service.

In addition, this Agreement is consistent with CSS’ objectives for increasing the efficiency and effectiveness of departmental programs through expanded information technology and communications. The ongoing support for automation of Area Agency on Aging data collection and reporting is included in the Department’s Business Automation Plan (BAP).

### **FISCAL IMPACT/FINANCING**

The maximum total County obligation for the term of the Agreement (Contract Sum) is \$2,042,000, which is funded through the Older Americans Act (OAA) grant funds received through the California Department of Aging. The Contract Sum includes a maximum of \$1,249,500 for required services during the Initial Term, \$526,907 for required services during the Extended Term of up to two (2) optional extension years and \$265,593 (approximately 15 percent of required services) allocated as pool dollars for optional work to be provided by RTZ upon County's request during the entire maximum term of the Agreement.

There is no net County cost associated with the recommended actions as the Agreement will be fully funded by Federal OAA grant funds within CSS' approved budget for Fiscal Year (FY) 2012-13.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Agreement with RTZ will become effective upon its execution by the Director of CSS and RTZ that will continue for the Initial Term of four (4) years from the County's final acceptance of the Solution, with the Extended Term of up to two (2) optional one-year extension periods at the delegated discretion of the CSS Director. Pursuant to the projected Solution implementation plan, the Solution should reach the production use within approximately five (5) months from the Effective Date.

The Agreement contains all the latest Board mandated provisions, such as the Federal Earned Income Tax Credit, Consideration of GAIN/GROW Program Participants for Employment, Compliance with Jury Service Program, Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law, and Prohibition Against Assignment and Delegation. In addition, RTZ is required to notify the County when the Agreement term is within six (6) months from expiration and when its payments have reached seventy-five percent (75%) of the authorized maximum Contract Sum.

The Agreement also contains all applicable information technology provisions to protect the County in the event of RTZ's delayed or deficient performance and/or breach of warranties, including performance security, such as a performance bond, system warranties, intellectual property indemnification, and deliverable payment withholds.

This Agreement has been reviewed and approved as to form by County Counsel. The Chief Information Office (CIO) concurs with CSS' recommendations (see attached CIO Analysis). The Chief Executive Office's (CEO) Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification.

### **CONTRACTING PROCESS**

On July 30, 2012, CSS released an open and competitive Request for Proposals (RFP) for AAA Solution. Three (3) companies, based on County's research, provide Area Agency on Aging software solutions were notified of the RFP via direct e-mail. The RFP document was also posted as a contracting opportunity announcement on the County's "Doing Business with Us" website and the CSS Contracting Portal in addition to the required advertisement, resulting in inquiries by two (2) more companies. This process was reviewed by the Chief Information Officer and the CIO Analysis is attached (Attachment A).

## Vendor Selection Process

Two (2) companies responded by the August 30, 2012 RFP submission deadline. In compliance with Board Policy 5.054 County's Evaluation Methodology for Proposals and 5.055 Services Contract Solicitation Protest guidelines and procurement protocols, an evaluation committee, consisting of CSS staff from various divisions, performed a detailed assessment and evaluation of the proposals. It was determined by the evaluation committee that both of the proposals received, met the County's minimum requirements and had the capability of providing the required work.

Following scoring of the proposals based on the evaluation criteria and guidelines, the evaluation committee recommended RTZ for award based on the lowest cost and highest overall evaluation score. As part of its proposal, RTZ also accepted all of the terms and conditions included in the Required Agreement attached to the RFP. The non-selected proposer was notified per County guidelines on October 10, 2012, subsequent to which the vendor requested a debriefing. The debriefing was held via WebEx on Thursday October 18, 2012. The vendor stated during the debriefing that they intended to request a Proposed Contractor Selection Review; and the Notice of Intent to Request a Proposed Contractor Selection Review form was received by the County within the stated time limit.

On November 24, 2012, the County received the RTZ Letter of Intent. The non-selected vendor was provided with the recommended proposer's proposal electronically on November 26, 2012, with a transmittal form to request a "Proposed Contractor Selection Review" (PCSR) with a due date of December 5, 2012. The non-selected vendor did not submit the PCSR.

This Agreement is not a Proposition A contract and is, therefore, not subject to the requirements of the Living Wage Program (County Code Chapter 2.201).

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The use of the AAA Solution is expected to result in efficiency and accuracy of tracking consumers and services in the CSS Area Agency on Aging program at lesser costs. RTZ has assured the County that they have completed migrations from the same system as our existing system to their system in the past and expect this to be carried out with little or no impact to our current AAA contracted vendors, other than training on the new system functionalities. Full system implementation is targeted for June 30, 2013.

## **CONCLUSION**

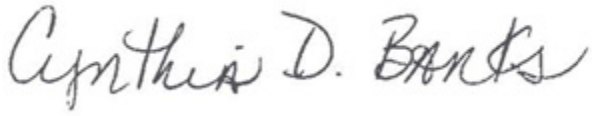
Upon your Board's approval, it is requested that the Executive Officer, Board of Supervisors, return three (3) adopted stamped Board letters to Carol Domingo at the Community and Senior Services or email at [cdomingo@css.lacounty.gov](mailto:cdomingo@css.lacounty.gov).

The Honorable Board of Supervisors

2/19/2013

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Respectfully submitted,



CYNTHIA D. BANKS

Director

CDB: fed

Enclosures

c: County Counsel  
Auditor-Controller  
Executive Officer, Board of Supervisors  
Chair, Information Systems Commission  
Director, Internal Services Department



RICHARD SANCHEZ

Chief Information Officer



RICHARD SANCHEZ  
CHIEF INFORMATION OFFICER

Office of the CIO  
**CIO Analysis**

NUMBER:

**CA13-01**

DATE:

1/31/2013

SUBJECT:

**Agreement with RTZ Associates Inc. for Community and Senior Services (CSS) Area Agency on Aging Automation Solution**

RECOMMENDATION:

☒ Approve☐ Approve with modification☐ Disapprove

CONTRACT TYPE:

☒ New contract☐ Sole Source☐ Amendment to Contract #: Enter contract #.☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software☐ Hardware☐ Telecommunications☒ Professional Services

SUMMARY:

Department executive sponsor: Otto Solorzano, Chief Deputy Director, CSS

Description: Requesting authorization to execute an Agreement with RTZ Associates Inc. for Area Agency on Aging (AAA) Automation data collection and reporting system for four (4) years with two (2) optional one-year extensions.

Contract amount: \$2,042,000

Funding source: Federal Older Americans Act

☐ Legislative or regulatory mandate☒ Subvened/Grant funded: 100%

**Strategic and  
business analysis**

PROJECT GOALS AND OBJECTIVES:

The project goals are to implement a new AAA automation support system for Community and Senior Services (CSS) and contract vendors to support the service delivery for that program, including migration of all existing data, training on the new software, implementation, and maintenance services for the duration of the Agreement.

BUSINESS DRIVERS:

The existing automated AAA support system Agreement will expire June 30, 2013.

PROJECT ORGANIZATION:

CSS has a dedicated project manager and has established a steering committee led by the Chief Deputy and comprised of technical and AAA program managers.

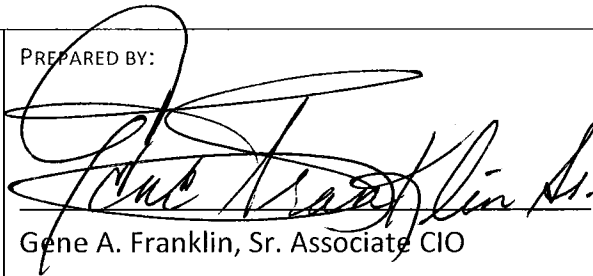
	<p>PERFORMANCE METRICS:</p> <p>The solution includes conversion of all existing data from the current vendor. An ID card currently being implemented in CSS Senior Centers will also be used for this AAA replacement system to identify consumers in common. The Web Application will allow authorize user access from any internet-connected workstation.</p> <hr/> <p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>This project is aligned with the County's Performance Counts! Initiative and is consistent with the County's Strategic Plan Goal #1 – Operational Effectiveness.</p> <hr/> <p>PROJECT APPROACH:</p> <p>The project will implement a hosted commercial-off-the-shelf (COTS) solution called "GetCare". The Department has identified several system enhancements and will be migrating existing consumer data and history services information, approximately four (4) years of AAA consumer and services records. This includes 35 gigabytes of data with 130,000 consumer file records and nine (9) million service delivery records. The implementation will be a modified approach where the core application will be brought online, including training at one time. The consumer ID scan cards will be distributed to consumers over a three-month period. Existing manual identification of consumers will continue until consumers receive their new ID cards.</p> <hr/> <p>ALTERNATIVES ANALYZED:</p> <p>The alternatives considered were:</p> <ol style="list-style-type: none"> <li>1. Develop a custom data collection system;</li> <li>2. Keep the existing vendor as a sole source provider; and</li> <li>3. Release an RFP to acquire a COTS solution.</li> </ol> <p>A custom data collection system would be cost prohibitive and could not be justified when there are mature and stable solutions available in the market. A sole source could not be justified within the County's open and competitive procurement policies. The release of an RFP was deemed most cost- effective with three known COTS solutions available and in use within California and possibly by others nationwide.</p>
<p><b>Technical analysis</b></p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>Hosting services include "Tier 4" data centers, west coast and east coast both with RAID storage. SSL is used for all communications and there is 128 bit AES encryption on the data.</p> <p>The Agreement includes security requirements that comply with County hosting standards. Additionally, the Agreement includes a Service Level Agreement with specific service credits and remedies for deficiencies.</p>

<b>Financial analysis</b>	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <p>Services ..... \$ 241,500</p> <p>Ongoing annual costs:</p> <p>Services ..... \$ 1,534,907 (*See table below)</p> <p>Pool dollars..... \$ 265,593</p> <p><b>Sub-total Contract Costs:</b> \$ 2,042,000</p> <p>Other County costs:</p> <p>One-time costs:</p> <p>County staff (existing) ..... \$ 37,322</p> <p><b>Sub-total one-time County costs:</b> \$ 37,322</p> <p>Ongoing annual costs:</p> <p>County staff (existing) ..... \$ 576,858 (96,143yr*6=1CSAII )</p> <p><b>Sub-total ongoing County costs:</b> \$ 576,858</p> <p><b>Total one-time costs:</b> \$ 278,822</p> <p><b>Total ongoing annual costs:</b> \$ 2,111,765</p> <p>Note: Costs are for software licenses, hosting, and support services for 6 years</p> <p><u>*Hosting and Support Services Fees</u></p> <table> <tr> <td>Year 1-4</td><td>\$1,008,000</td></tr> <tr> <td>5<sup>th</sup> yr</td><td>\$259,560</td></tr> <tr> <td>6<sup>th</sup> yr</td><td><u>\$267,347</u></td></tr> <tr> <td>Total Hosting Costs</td><td>\$1,534,907</td></tr> </table>	Year 1-4	\$1,008,000	5 <sup>th</sup> yr	\$259,560	6 <sup>th</sup> yr	<u>\$267,347</u>	Total Hosting Costs	\$1,534,907
Year 1-4	\$1,008,000								
5 <sup>th</sup> yr	\$259,560								
6 <sup>th</sup> yr	<u>\$267,347</u>								
Total Hosting Costs	\$1,534,907								
<b>Risk analysis</b>	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> <li>1. Project implementation issues have been mitigated by CSS providing executive sponsorship, full-time project management, and defined fixed-price deliverables.</li> <li>2. CSS and contracted vendors will undergo system training to facilitate system use and adoption by consumers.</li> <li>3. The Agreement includes a Service Level Agreement (SLA) with specific service credits and remedies for deficiencies.</li> <li>4. The Chief Information Security Officer (CISO) reviewed the proposed Agreement and did not identify any IT security or privacy related issues.</li> </ol>								



**CIO Approval**

PREPARED BY:

  
Gene A. Franklin, Sr. Associate CIO

1-31-13  
Date

APPROVED:

  
Richard Sanchez, County CIO

1-31-13  
Date

Please contact the Office of the CIO (213.253.5600 or [info@cio.lacounty.gov](mailto:info@cio.lacounty.gov)) for questions concerning this CIO Analysis. This document is also available online at <http://cioletranet.lacounty.gov/>

***LOS ANGELES COUNTY  
COMMUNITY AND SENIOR SERVICES***



***AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
RTZ ASSOCIATES INC.  
FOR  
AAA SOLUTION***

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***DECEMBER 2012***

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## ***EXHIBITS***

Exhibit A Statement of Work

Attachment A.1 System Requirements

Attachment A.2 System Configuration

Attachment A.3 Baseline Application

Exhibit B Pricing Schedule

Schedule B.1 Optional Work Schedule

Exhibit C Project Schedule

Exhibit D Service Level Agreement

Schedule D.1 Network Data Classification Standard

Schedule D.2 IT Confidentiality and Acceptable Use Policies

Exhibit E Administration of Agreement

Exhibit F Confidentiality and Assignment Agreement

Exhibit G Contractor's EEO Certification

Exhibit H Jury Service Program

Exhibit I Safely Surrendered Baby Law

Exhibit J Charitable Contributions Certification

Exhibit K Source Code Escrow Agreement

Exhibit L Request for Proposals (incorporated by reference)

Exhibit M Contractor's Proposal (incorporated by reference)

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and RTZ Associates Inc., a California corporation (hereinafter Contractor"), (hereinafter collectively also the "parties").

## **RECITALS**

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to County the work contemplated by this Agreement; and

WHEREAS, County, by and through its Community and Senior Services Department, is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the work contemplated herein; and

WHEREAS, County issued a Request for Proposals (RFP) for the provision and maintenance of the Area Agency for Aging (AAA) Solution; and

WHEREAS, Contractor has submitted a proposal to County for the provision and maintenance of the Solution, based on which Contractor has been selected for recommendation for award of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

### **1. APPLICABLE DOCUMENTS**

#### **1.1 INTERPRETATION**

The provisions of this document (hereinafter "Base Agreement"), along with Exhibits A, B, C, D, E, F, G, H, I and J including all Attachments and Schedules thereto, attached hereto, and Exhibits K, L, and M (if any), not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Statement of Work

Attachment A.1 – System Requirements

Attachment A.2 – System Configuration

Attachment A.3 – Baseline Application

Exhibit B – Pricing Schedule

Schedule B.1 – Optional Work Schedule

Exhibit C – Project Schedule

Exhibit D – Service Level Agreement

Schedule D.1 – Network Data Classification Standard

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Base Agreement

Schedule D.2 – IT Confidentiality and Acceptable Use Agreement

- Exhibit E – Administration of Agreement
- Exhibit F – Confidentiality and Assignment Agreement
- Exhibit G – Contractor’s EEO Certification
- Exhibit H – Jury Service Program
- Exhibit I – Safely Surrendered Baby Law
- Exhibit J – Charitable Contribution Certification
- Exhibit K – Source Code Escrow Agreement
- Exhibit L – Request for Proposals (incorporated by reference)
- Exhibit M – Contractor’s Proposal (incorporated by reference)

1.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

1.3 DEFINITIONS

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Agreement.

1.3.1 AAA; AREA AGENCY ON AGING

The terms “AAA” and “Area Agency on Aging” shall mean a nationwide network of State and local programs that help older people to plan and care for their life long needs.

1.3.2 AAA SOLUTION

The term “AAA Solution” shall have the same meaning as the term “Solution”.

1.3.3 ACCEPTANCE

The term “Acceptance” shall mean County’s written approval of any tasks, subtasks, deliverables, goods, services or other Work, including System Tests, provided by Contractor to County pursuant to this Agreement.

1.3.4 ADDITIONAL APPLICATIONS

The term “Additional Application(s)” shall mean Additional Software of Contractor, including licenses for additional software, products, third party software and any other software tools or modules, and related Documentation, that Contractor may provide as part of Additional Software following Go-Live upon County’s request therefor in accordance with Paragraph 5.4 (Optional Work) and Task 11 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work Schedule). Once accepted and approved by County, Additional Applications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.5 ADDITIONAL CUSTOMIZATIONS

The term “Additional Customization(s)” shall mean configurations and any other customizations of Application Software, and related Documentation, that Contractor may provide following Go-Live upon County’s request therefor as Software Modifications in accordance with Paragraph 5.4 (Optional Work) and Task 11 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work Schedule). Once accepted and approved by County, Additional Customizations shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.6 ADDITIONAL HARDWARE

The term “Additional Hardware” shall mean the hardware and other equipment, and related Documentation, that Contractor may provide as part of Optional Work following Go-Live upon County’s request therefor as Additional Products in accordance with Paragraph 5.4 (Optional Work) and Task 11 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work Schedule). Once accepted and approved by County, Additional Hardware shall become part of, and be deemed, Solution Hardware for the purpose of this Agreement.

1.3.7 ADDITIONAL INTERFACES

The term “Additional Interface(s)” shall mean Interfaces, and related Documentation, that Contractor may provide following Go-Live upon County’s request therefor as Software Modifications in accordance with Paragraph 5.4 (Optional Work) and Task 11 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work Schedule). Once accepted and approved by County, Additional Interfaces shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.8 ADDITIONAL LICENSES

The term “Additional License(s)” shall mean additional Licenses for Application Software, and related Documentation, that Contractor may provide as part of Additional Software following Go-Live upon County’s request therefor in accordance with Paragraph 5.4 (Optional Work) and Task 11 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work Schedule). Once accepted and approved by County, Additional Licenses shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.9 ADDITIONAL PRODUCTS

The term “Additional Product(s)” shall mean any item of Additional Software or Additional Hardware, and related Documentation, that Contractor may provide as part of Optional Work following Go-Live upon County’s request therefor.

1.3.10 ADDITIONAL SOFTWARE

The term “Additional Software” shall mean Additional Applications and Additional Licenses that are part of Application Software, and related Documentation, that Contractor may provide following Go-Live upon County’s request therefor in accordance with Paragraph 5.4 (Optional Work) and Task 11 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work Schedule). Once accepted and approved by County, Additional Software shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.11 ADDITIONAL TRAINING

The term “Additional Training” shall mean the Training regarding the Solution, which Contractor may provide following Go-Live upon County’s request therefor as Professional Services in accordance with Paragraph 5.4 (Optional Work) and Task 11 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work Schedule).

1.3.12 AGREEMENT

The term “Agreement” shall have the meaning specified in Section 1.1 (Interpretation).

1.3.13 AMENDMENT

The term “Amendment” shall have the meaning specified in Paragraph 4 (Changes Notices and Amendments).

1.3.14 ANNUAL FEES

The term “Annual Fee(s)” shall mean the annual portion of the Maintenance Fees to be paid by County to Contractor for System Maintenance for Maintenance Periods commencing upon Final Acceptance in accordance with the terms of this Agreement, including Exhibit B (Pricing Schedule).

1.3.15 APPLICATION ADD-INS

The term “Application Add-In(s)” shall mean the customizations or other modifications to Contractor’s Core Application either selected by County to be included in the Baseline Application as Baseline Customizations or that may be provided by Contractor upon County’s election as Additional Customizations, and related Documentation, in order for the Solution to meet existing or future System Requirements selected by County.

1.3.16 APPLICATION MODIFICATIONS

The term “Application Modification(s)” shall mean Software Modifications, Additional Software, Software Updates and any Replacement Products, and related Documentation, that may be provided by Contractor to County under this Agreement. Once accepted and approved by County, Application Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.17 APPLICATION SOFTWARE

The term “Application Software” shall mean all Baseline Application, Interfaces, Applications Modifications and Customizations, including Server Application and Client Application, and related Documentation, provided by Contractor to County as part of the Solution in accordance with the terms of this Agreement.

1.3.18 BASE AGREEMENT

The term “Base Agreement” shall have the meaning specified in Paragraph 1.1 (Interpretation) above.

1.3.19 BASELINE APPLICATION

The term “Baseline Application” shall mean Core Application including Core Enhancements, Third Party Application, Baseline Customizations and Baseline Interfaces, and related Documentation, implemented by Contractor pursuant to this Agreement as part of the Implementation Services in order to meet the System Requirements.

- 1.3.20 BASELINE CUSTOMIZATIONS
- The term “Baseline Customization(s)” shall mean the customizations to the Core Application, and related Documentation, provided by Contractor upon County’s election in order for the Solution to meet all of the System Requirements selected by County.
- 1.3.21 BASELINE INTERFACES
- The term “Baseline Interface(s)” shall mean Interfaces, and related Documentation, provided by Contractor pursuant to this Agreement as part of the Baseline Application, which shall meet some or all of the System Requirements.
- 1.3.22 BOARD OF SUPERVISORS; BOARD
- The terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors, which is the governing body of County.
- 1.3.23 BUSINESS DAY
- The term “Business Day” shall mean any day of eight (8) working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.
- 1.3.24 BUSINESS HOURS
- The term “Business Hours” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).
- 1.3.25 CDA
- The term “CDA” shall mean the State of California Department of Aging.
- 1.3.26 CHANGE NOTICE
- The term “Change Notice” shall have the meaning specified in Paragraph 4 (Changes Notices and Amendments).
- 1.3.27 CLIENT APPLICATION
- The term “Client Application” shall mean the Application Software, if any, residing in the Client Environment.
- 1.3.28 CLIENT ENVIRONMENT
- The term “Client Environment” shall mean the client environment provided by County in accordance with Contractor’s specifications, including workstations, operating system software and web browsers that will be used by County Users to access the System.
- 1.3.29 COLA; COST OF LIVING ADJUSTMENT
- The terms “COLA” and “Cost of Living Adjustment” shall have the meaning specified in Paragraph 8.7 (Cost of Living Adjustment).
- 1.3.30 CONFIDENTIAL INFORMATION
- The term “Confidential Information” shall mean any data or information, in any format, and includes sensitive financial information, any County data and any other information otherwise deemed confidential by County or by Contractor or by applicable Federal, State or local law, as further specified in Paragraph 18 (Confidentiality and Security).

1.3.31 CONSULTING SERVICES

The term “Consulting Services” shall mean Professional Services that Contractor may provide following Go-Live upon County’s request therefor in accordance with Paragraph 5.4 (Optional Work) and Task 11 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work Schedule).

1.3.32 CONTRACT SUM

The term “Contract Sum” shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

1.3.33 CONTRACTOR

The term “Contractor” shall have the meaning specified in the Recitals to the Agreement.

1.3.34 CONTRACTOR KEY PERSONNEL

The term “Contractor Key Personnel” shall have the meaning specified in Paragraph 3.1 (Contractor Administration).

1.3.35 CONTRACTOR KEY STAFF

The term “Contractor Key Staff” shall have the meaning specified in Paragraph 3.3 (Approval of Contractor’s Staff).

1.3.36 CONTRACTOR’S PROJECT DIRECTOR

The term “Contractor’s Project Director” shall have the meaning specified in Paragraph 3.2.1 (Contractor’s Project Director).

1.3.37 CONTRACTOR’S PROJECT EXECUTIVE

The term “Contractor’s Project Executive” shall be the person designated as such in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement).

1.3.38 CONTRACTOR’S PROJECT MANAGER

The term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 3.2.2 (Contractor’s Project Manager).

1.3.39 CORE APPLICATION

The term “Core Application” shall mean Contractor’s pre-developed software and other tools, and related Documentation, provided by Contractor pursuant to this Agreement as part of the Baseline Application, which shall meet some or all of the System Requirements.

1.3.40 CORE ENHANCEMENTS

The term “Core Enhancements” shall mean any and all enhancements or other modifications, and related Documentation, made by Contractor to its Core Application following responding to the RFP in order to meet the Minimum Requirements or Security Requirements or to provide the Desired Features selected by County.

1.3.41 COTS

The term “COTS” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).



- 1.3.42 COUNTY  
The term “County” shall mean the County of Los Angeles, California, including its Department of Community and Senior Services.
- 1.3.43 COUNTY KEY PERSONNEL  
The term “County Key Personnel” shall have the meaning specified in Paragraph 2.1 (County Administration).
- 1.3.44 COUNTY MATERIALS  
The term “County Materials” shall have the meaning specified in Paragraph 16.1 (County Materials).
- 1.3.45 COUNTY SOFTWARE  
The term “County Software” shall mean any County software installed and utilized by County in their Client Environment..
- 1.3.46 COUNTY’S PROJECT DIRECTOR  
The term “County’s Project Director” shall have the meaning specified in Paragraph 2.2.1 (County’s Project Director).
- 1.3.47 COUNTY’S PROJECT MANAGER  
The term “County’s Project Manager” shall have the meaning specified in Paragraph 2.2.2 (County’s Project Manager).
- 1.3.48 CSS  
The term “CSS” shall mean County’s Department of Community and Senior Services.
- 1.3.49 CRITICAL DEFICIENCY  
The term “Critical Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).
- 1.3.50 CUSTOMER SUPPORT  
The term “Customer Support” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).
- 1.3.51 CUSTOMIZATIONS  
The term “Customization(s)” shall mean the customizations or other modifications to the Application Software, including Baseline Customizations and Additional Customizations, and related Documentation, which may be provided by Contractor during the term of the Agreement upon County’s election in order for the Solution to meet existing or future System Requirements selected by County.
- 1.3.52 DATA MIGRATION  
The term “Data Migration” shall mean migration of Existing Data as part of Implementation Services, as further specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).
- 1.3.53 DATA MIGRATION PLAN  
The term “Data Migration Plan” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.54 DATA MIGRATION TEST

The term “Data Migration Test” shall mean the System Test to test migration of Existing Data conducted by Contractor pursuant to Subtask 4.2 (Develop and Test Data Migration Methods) of Exhibit A (Statement of Work).

1.3.55 DATA STORE

The term “Data Store” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.56 DAY

The term “Day” shall mean calendar day and not Business Day.

1.3.57 DEFICIENCY; DEFICIENCIES

The terms “Deficiency” and “Deficiencies”, whether singular or plural, shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from System Requirements, Specifications, County approved deliverables, any published and/or mutually agreed upon standards or any other representations or warranties by Contractor under the Agreement regarding the Solution; and/or any other problem which results in the Solution, or any component thereof, not performing in compliance with the provisions of this Agreement, including but not limited to the Specifications and System Requirements.

1.3.58 DELIVERABLE; DELIVERABLE

The terms “Deliverable” and “deliverable” shall mean items and/or services provided or to be provided by Contractor under this Agreement, including numbered Deliverable(s) in Exhibit A (Statement of Work).

1.3.59 DEPARTMENT

The term “Department” shall mean County’s Department of Community and Senior Services.

1.3.60 DESIRED FEATURES

The term “Desired Features” shall mean the Solution features stated in the RFP that are desired by County in addition to the Minimum Requirements.

1.3.61 DIRECTOR

The term “Director” shall mean the Director of CSS.

1.3.62 DISASTER

The term “Disaster” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.63 DISASTER RECOVERY PLAN

The term “Disaster Recovery Plan” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.64 DISABLING DEVICE

The term “Disabling Device” shall have the meaning specified in Section 2.2 (Definitions of Exhibit D (Service Level Agreement).

1.3.65 DISASTER RECOVERY

The term “Disaster Recovery” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.66 DISASTER RECOVERY PLAN

The term “Disaster Recovery Plan” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.67 DISPUTE RESOLUTION PROCEDURE

The term “Dispute Resolution Procedure” shall mean and refer to the provisions of Paragraph 52 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Agreement.

1.3.68 DOCUMENTATION

The term “Documentation” shall mean any and all written and electronic materials provided or made available by Contractor under this Agreement, including, but not limited to, documentation relating to software specifications and functions, training course materials, Specifications including System Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the Solution and/or applicable components.

1.3.69 DOWNTIME

The term “Downtime” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.70 DUE DATE

The term “Due Date” shall mean the due date for the completion of any Deliverable in the Project Schedule.

1.3.71 EFFECTIVE DATE

The term “Effective Date” shall mean the date of execution of this Agreement by County and the authorized representative(s) of Contractor.

1.3.72 EXISTING DATA

The term “Existing Data” shall mean the data of any of County’s existing systems to be migrated and/or converted by Contractor as part of Implementation Services in accordance with Exhibit A (Statement of Work).

1.3.73 EXTENDED TERM

As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 7.2 (Extended Term).

1.3.74 EXTERNAL DATA

The term “External Data” shall mean the data of any of Interfaced Systems, exported from or migrated or imported into the Solution by an Interface or as part of Implementation Services.

1.3.75 FINAL ACCEPTANCE

The term “Final Acceptance” shall mean County’s written approval in accordance with the terms of this Agreement of Deliverable 8.4 (Final Acceptance) of Exhibit A (Statement of Work).

1.3.76 FINAL ACCEPTANCE DATE

The term “Final Acceptance Date” shall mean the date of Final Acceptance.

1.3.77 FINAL USER ACCEPTANCE TEST; FINAL UAT

The terms “Final User Acceptance Test” and “Final UAT” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work) .

1.3.78 FIRST LEVEL SUPPORT

The term “First Level Support” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.79 FIXED HOURLY RATE

The term “Fixed Hourly Rate” shall mean the hourly rate as specified in Exhibit B (Pricing Schedule) for Professional Services and Software Modifications, as applicable, that Contractor may provide following Go-Live upon County’s request therefor in the form of Optional Work.

1.3.80 GO-LIVE

The term “Go-Live” shall mean the point at which the Solution will be activated and in use in the live Production Environment by County, following County’s approval of Deliverable 8.3 (Go-Live) of Exhibit A (Statement of Work).

1.3.81 GO-LIVE DATE

The term “Go-Live Date” shall mean the date of Go-Live.

1.3.82 HARDWARE UPGRADES

The term “Hardware Upgrade(s)” shall mean and include any additions to and/or replacements to the Solution Hardware, available or made available subsequent to Go-Live, in order to comply with the System Performance Requirements and other Specifications set forth in Exhibit D (Service Level Agreement) and elsewhere in the Agreement.

1.3.83 IMPLEMENTATION COST

The term “Implementation Cost” shall mean the fees for the cost of Implementation Services, as specified in Exhibit B (Pricing Schedule).

1.3.84 IMPLEMENTATION PERIOD

The term “Implementation Period” shall mean the period from the Effective Date of the Agreement through the Solution’s Final Acceptance.

1.3.85 IMPLEMENTATION SERVICES

The term “Implementation Services” shall mean System Environment setup, Solution and Solution Software installation, Data Migration, System Tests, System Training and other Work to be provided by Contractor as part of the Solution implementation pursuant to Exhibit A (Statement of Work) up to and including Final Acceptance.

- 1.3.86 INITIAL TERM  
The term “Initial Term” shall have the meaning specified in Paragraph 7.1 (Initial Term).
- 1.3.87 INTERFACED SYSTEM  
The term “Interfaced System” shall mean any system interfaced with the Solution as part of the System, including where County Software resides.
- 1.3.88 INTERFACES  
The term “Interface(s)” shall mean the set of software mechanisms, consisting of Baseline Interfaces and Additional Interfaces, which may be provided by Contractor under this Agreement, which allow the transfer of electronic data and/or software commands between computer systems, networks, applications or modules, and related Documentation.
- 1.3.89 KEY DELIVERABLE  
The term “Key Deliverable” shall mean a Deliverable marked as such on Exhibit C (Project Schedule).
- 1.3.90 LICENSE  
The term “License” shall have the meaning specified in Paragraph 10.2 (License).
- 1.3.91 LOW DEFICIENCY  
The term “Low Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).
- 1.3.92 MAINTENANCE FEES  
The term “Maintenance Fee(s)” shall mean and include the fees to be paid by County to Contractor for the provision of System Maintenance, including Maintenance Services and Support Services, in accordance with the terms of this Agreement, including Exhibit B (Pricing Schedule).
- 1.3.93 MAINTENANCE PERIOD  
The term “Maintenance Period” shall mean the period from Final Acceptance through the end of the Agreement.
- 1.3.94 MAINTENANCE SERVICES  
The term “Maintenance Services” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).
- 1.3.95 MAJOR DEFICIENCY  
The term “Major Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).
- 1.3.96 MAXIMUM FIXED PRICE  
The term “Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance Paragraph 5.4 (Optional Work) of Exhibit A (Statement of Work).
- 1.3.97 MILESTONE  
The term “Milestone” shall mean a Deliverable marked as such on the Project Schedule or considered as a milestone by County.

1.3.98 MINIMUM REQUIREMENTS

The term “Minimum Requirements” shall mean and refer to the minimum System requirements specified in the RFP that Contractor must have met and must continue to meet during the term of the Agreement in order to be evaluated and ultimately selected as Contractor to provide the Work under the Agreement, as further specified in Section 1..

1.3.99 MODERATE DEFICIENCY

The term “Moderate Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.100 MONTHLY FEE

The term “Monthly Fee” shall mean 1/12<sup>th</sup> of the Annual Fee.

1.3.101 OFF-BUSINESS HOURS

The term “Off-Business Hours” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.102 OPTIONAL WORK

The term “Optional Work” shall mean Application Modifications, Professional Services and/or Additional Products that may be provided by Contractor to County following Go-Live upon County’s request and approval in accordance with Task 11 (Optional Work) of Exhibit A (Statement of Work) and identified appropriately in Schedule B.1 (Optional Work Schedule).

1.3.103 PEAK PERIOD

The term “Peak Period” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.104 POOL DOLLARS

The term “Pool Dollars” shall mean the amount allocated under this Agreement for the provision by Contractor of Optional Work, including Application Modifications, Professional Services and Additional Products, approved by County in accordance with the terms of this Agreement.

1.3.105 PRICING SCHEDULE

The term “Pricing Schedule” shall mean prices for Deliverables, rates and other fees identified as Exhibit B (Pricing Schedule) with all Schedules thereto.

1.3.106 PRIORITY LEVEL

The term “Priority Level” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.107 PRODUCTION ENVIRONMENT

The term “Production Environment” shall mean the System Environment set up by Contractor for Production Use of the Solution as part of Implementation Services pursuant to Exhibit A (Statement of Work).

1.3.108 PRODUCTION USE

The term “Production Use” shall mean the actual use of the Solution in the Production Environment for the performance of County’s operations commencing upon Go-Live.

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1.3.109 PROFESSIONAL SERVICES

The term “Professional Service(s)” shall mean Consulting Services and/or Additional Training that Contractor may provide following Go-Live upon County’s request therefor in the form of Optional Work in accordance with Paragraph 5.4 (Optional Work) and Task 11 (Optional Work) of Exhibit A (Statement of Work).

1.3.110 PROJECT PLAN

The term “Project Plan” shall mean the detailed plan for Implementation Services to be provided by Contractor to County, as further specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.111 PROJECT SCHEDULE

The term “Project Schedule” shall mean the agreed upon timeline for the Implementation Services Tasks, Subtasks and Deliverables specified in Exhibit A (Statement of Work), identified as Exhibit C (Project Schedule).

1.3.112 PROPOSER

The term “Proposer” shall have the same meaning as “Contractor”.

1.3.113 RELEASE CONDITIONS

As used herein, the term “Release Condition(s)” shall have the meaning set forth in Paragraph 10.3.3 (Source Code Release Conditions).

1.3.114 REPLACEMENT PRODUCT

The term “Replacement Product” shall have the meaning set forth in Paragraph 112.3 (Continuous Product Support).

1.3.115 REQUEST FOR PROPOSALS; RFP

The terms “Request for Proposals” and “RFP” shall mean County’s Request for Proposals incorporated into this Agreement as Exhibit L.

1.3.116 REQUIRED AGREEMENT

The term “Required Agreement” shall mean and refer to Appendix A (Required Agreement) to the RFP.

1.3.117 RESPONSE TIME

The term “Response Time” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.118 RESPONSE TIME BASELINE

The term “Response Time Baseline” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.119 RESPONSE TIME DEFICIENCY

The term “Response Time Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.120 SANDBOX

The term “Sandbox” shall mean non-production System Environment set up by Contractor pursuant to Exhibit A (Statement of Work) for Training and testing, as further specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.121 SCHEDULED DOWNTIME

The term “Schedule Downtime” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.122 SCOPE OF WORK

The term “Scope of Work” shall mean the scope of Optional Work agreed by the parties to be provided by Contractor as Optional Work.

1.3.123 SECURITY REQUIREMENTS

The term “Security Requirements” shall mean and refer to the System security requirements specified in the RFP and agreed to by Contractor.

1.3.124 SELF ESCROW

As used herein, the term “Self Escrow” shall have the meaning specified in Paragraph 10.3.1 (Source Code Escrow).

1.3.125 SERVER APPLICATION

The term “Server Application” shall mean the Application Software residing in the Server Environment.

1.3.126 SERVER ENVIRONMENT

The term “Server Environment” shall mean the architectural and operational environment for the Solution provided by Contractor as part of the System, and related Documentation, including Server Software and Server Hardware.

1.3.127 SERVER HARDWARE

The term “Server Hardware” shall mean the hardware and other equipment, and related Documentation, including networking, provided by Contractor as part of the Solution.

1.3.128 SERVER SOFTWARE

The term “Server Software” shall mean the software and other products provided by Contractor as part of the Server Environment, including operating software and database software.

1.3.129 SERVICE CREDITS

The term “Service Credits” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.130 SERVICE LEVEL AGREEMENT

The term “Service Level Agreement” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).



1.3.131 SERVICES

The term “Services” shall mean Implementation Services, Maintenance Services, Support Services, any services that are part of Optional Work and any other services provided by Contractor under this Agreement.

1.3.132 SEVERE DEFICIENCY

The term “Severe Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.133 SOFTWARE MODIFICATIONS

The term “Software Modification(s)” shall mean Additional Customizations and Additional Interfaces, and related Documentation, that Contractor may provide following Go-Live upon County’s request therefor as Application Modifications in accordance with Paragraph 5.4 (Optional Work) and Task 11 (Optional Work) of Exhibit A (Statement of Work), which will update Schedule B.1 (Optional Work Schedule).

1.3.134 SOFTWARE UPDATES

The term “Software Update(s)” shall mean and include any additions to and/or replacements to the Solution Software, available or made available subsequent to Go-Live, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, Server Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software consisting of Server Application and Client Application, including but not limited to those required for the Solution to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with Exhibit D (Service Level Agreement), with all Schedules thereto.

1.3.135 SOLUTION

The term “Solution” shall mean the combination of the software, hardware, hosting services, maintenance, technical support and other work, including all Solution Software, Solution Data, Server Environment, Third Party Products and related Services, provided by Contractor to County in accordance with the terms of this Agreement.

1.3.136 SOLUTION DATA

The term “Solution Data” shall mean the data utilized by the Solution.

1.3.137 SOLUTION HARDWARE

The term “Solution Hardware” shall mean the hardware and other equipment, and related Documentation, provided by Contractor under the Agreement, including Server Hardware and any Additional Hardware.

1.3.138 SOLUTION SOFTWARE

The term “Solution Software” shall mean all Application Software, Third Party Software and Software Updates, and related Documentation, provided by Contractor to County as part of the Solution in accordance with the terms of this Agreement.

1.3.139 SOLUTION UPDATE(S)

The term “Solution Update(s)” shall mean and include any additions, replacements or other modifications to the Solution, including Solution Software and Solution Hardware, provided

by Contractor in order to meet the requirements of this Agreement, including the Exhibit D (Service Level Agreement), with all Schedules thereto, and the Specifications.

1.3.140 SOURCE CODE

The term “Source Code” shall mean the source code for Application Software, to the extent available, developed for or licensed by Contractor to County under this Agreement, including Baseline Application, Application Modifications, Interfaces and Customizations, together with all Documentation and other proprietary information related to such source code.

1.3.141 SOURCE CODE ESCROW

As used herein, the term “Source Code Escrow” shall have the meaning specified in Paragraph 10.3.1 (Source Code Escrow).

1.3.142 SOURCE CODE ESCROW AGREEMENT

As used herein, the term “Source Code Escrow Agreement” shall mean any agreement, including all addenda, amendments and modifications thereto, for depositing into escrow the Source Code for Application Software in accordance with Paragraph 10.3.1 (Source Code Escrow), incorporated into this Agreement by reference as Exhibit K (Source Code Escrow Agreement).

1.3.143 SPECIFICATIONS

The term “Specification(s)” shall mean any or all of the following, as applicable:

- (1) All specifications, requirements and standards set forth in Attachment A.1 (System Requirements) and the Deliverables in Exhibit A (Statement of Work).
- (2) All System Performance Requirements and standards set forth in this Agreement, including, but not limited to, requirements for System Availability and Response Time identified in Exhibit D (Service Level Agreement).
- (3) The Documentation, to the extent not inconsistent with any of the foregoing in this definition.
- (4) All specifications identified as such by Contractor, including, but not limited to, the Project Schedule and the Project Plan, but only to the extent: (i) not inconsistent with any of the foregoing in this Paragraph; and (ii) acceptable to County in its sole discretion.
- (5) All System Environment requirements and certifications provided by Contractor in accordance with this Agreement with respect to the System.
- (6) All requirements and/or specifications added to the Solution by Optional Work, including Application Modifications and Additional Products, and any Solution Updates, including Software Updates and Hardware Upgrades.
- (7) All written and/or electronic materials furnished by or through Contractor regarding the Application Software or the Solution, including functionality, features, capacity, availability, response times, accuracy or any other performance or other System criteria or any element of the System or any System component.

1.3.144 STATE

The term “State” means the State of California.

1.3.145 STATEMENT OF WORK; SOW

The terms “Statement of Work” and “SOW” shall mean the Work to be provided by Contractor pursuant to this Agreement identified in terms of Tasks, Subtasks and Deliverables in Exhibit A (Statement of Work).

1.3.146 SUPPORT HOURS

The term “Support Hours” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.147 SUPPORT SERVICES

The term “Support Services” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.148 SYSTEM

The term “System” shall mean the infrastructure of the Solution, including but not limited to the Solution, the System Environment, all Interfaced Systems and any Optional Work that may be provided by Contractor to County following Go-Live upon County’s request in accordance with the terms of this Agreement.

1.3.149 SYSTEM AVAILABILITY

The term “System Availability” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.150 SYSTEM AVAILABILITY DEFICIENCY

The term “System Availability Deficiency” shall mean the System not meeting the System Availability requirements as specified in Exhibit D (Service Level Agreement).

1.3.151 SYSTEM ENVIRONMENT

The term “System Environment” shall mean the architectural and operational environment of the System, and related Documentation, including the Server Environment and the Client Environment.

1.3.152 SYSTEM MAINTENANCE

The term “System Maintenance” shall mean Maintenance Services and Support Services provided by Contractor in accordance with Exhibit D (Service Level Agreement), as further specified in Paragraph 5.3 (System Maintenance).

1.3.153 SYSTEM MAINTENANCE PLAN

The term “System Maintenance Plan” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.154 SYSTEM PERFORMANCE

The term “System Performance” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.155 SYSTEM PERFORMANCE DEFICIENCY

The term “System Performance Deficiency” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.156 SYSTEM PERFORMANCE REQUIREMENTS

The term “System Performance Requirements” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.157 SYSTEM REQUIREMENTS

The term “System Requirements” shall mean business, operational, technical and/or functional requirements relating to the operation or utilization of the System, as specified in Attachment A.1 (System Requirements).

1.3.158 SYSTEM TEST

The term “System Test” shall mean shall mean any of the System tests conducted by County or Contractor, as applicable, under Exhibit A (Statement of Work), including, but not limited to, User Acceptance Test, Volume Test and Data Migration Test.

1.3.159 SYSTEM TRAINING

The term “System Training” shall have the meaning as specified in Task 8 (System Training) of Exhibit A (Statement of Work).

1.3.160 TASK; TASK; SUBTASK; SUBTASK

The terms “Task”, “task”, “Subtask” and “subtask” shall mean one of the areas of work to be performed under this Agreement, including those identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

1.3.161 THIRD PARTY APPLICATION

The term “Third Party Application” shall mean the portion of the Application Software provided by Contractor to County under this Agreement that is not proprietary to Contractor.

1.3.162 THIRD PARTY PRODUCTS

The term “Third Party Product(s)” shall mean any products of third parties provided by Contractor to County under this Agreement in the form of Additional Products as part of the Solution, which are neither Application Software nor Server Environment components, but may include Third Party Software or Additional Hardware.

1.3.163 THIRD PARTY SOFTWARE

The term “Third Party Software” shall mean any software of third parties provided by Contractor to County under this Agreement as part of the Solution, including Third Party Application and Server Software.

1.3.164 TOTAL MONTHLY TIME

The term “Total Monthly Time” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.165 TRAINING

The term “Training” shall mean training relating to the Solution to be provided by Contractor pursuant to this Agreement, including initial System Training and Additional Training that County may acquire as part of Professional Services.

1.3.166 TRAINING PLAN

The term “Training Plan” shall have the meaning specified in Subtask 1.4 (Definitions) of Exhibit A (Statement of Work).

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1.3.167 UNSCHEDULED DOWNTIME

The term “Unscheduled Downtime” shall have the meaning specified in Section 2.2 (Definitions) of Exhibit D (Service Level Agreement).

1.3.168 UAT PLAN

The term “UAT Plan” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.169 USER

The term “User” shall mean any person authorized by County to access or use the System pursuant to this Agreement.

1.3.170 USER ACCEPTANCE TEST; UAT

The terms “User Acceptance Test” and “UAT” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.171 VENDOR

The term “Vendor” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.172 VERSION RELEASE

The term “Versions Release” shall mean Contractor’s Application Software major version upgrade which may contain new software functionalities and features and/or system compatibilities.

1.3.173 VOLUME TEST

The term “Volume Test” shall have the meaning specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.174 WARRANTY PERIOD

The term “Warranty Period” shall have the meaning specified in Paragraph 12.1 (System Warranties), as further specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).

1.3.175 WORK

The term “Work” shall mean any and all tasks, subtasks, deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including Solution components, Implementation Services, System Maintenance and Optional Work.

1.3.176 WORK PRODUCT

The term “Work Product” shall have the meaning specified in Paragraph 10.1.4 (Work Product).

2. ADMINISTRATION OF AGREEMENT – COUNTY

2.1 COUNTY ADMINISTRATION

All persons administering this Agreement on behalf of County and identified in this Paragraph 2 below (hereinafter “County Key Personnel”) are listed in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement). Unless otherwise specified,

reference to each of the persons listed in such Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement) shall also include his/her designee. County will notify Contractor in writing of any change in the names and/or addresses of County Key Personnel.

No member of County Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Changes Notices and Amendments).

## 2.2 COUNTY KEY PERSONNEL

### 2.2.1 COUNTY'S PROJECT DIRECTOR

County's Project Director will be responsible for ensuring that the objectives of this Agreement are met. County's Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

### 2.2.2 COUNTY'S PROJECT MANAGER

County's Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County's Project Manager will interface with Contractor's Project Manager on a regular basis. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to technical standards and functional performance. Unless specified otherwise, County's Project Manager shall be the designee of County's Project Director.

## 2.3 COUNTY PERSONNEL

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

## 2.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, including Key Deliverables, and other Work provided by Contractor under this Agreement must have the written approval of County's Project Manager as described in this Paragraph 2.4. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

## 3. ADMINISTRATION OF AGREEMENT – CONTRACTOR

### 3.1 CONTRACTOR ADMINISTRATION

All persons administering this Agreement on behalf of Contractor and identified in this Paragraph 3 below (hereinafter "Contractor Key Personnel") are listed in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement). All staff employed by and/or on behalf of Contractor, including the persons listed in such Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change in the names and/or addresses of Contractor Key Personnel.

### 3.2 CONTRACTOR KEY PERSONNEL

#### 3.2.1 CONTRACTOR'S PROJECT DIRECTOR

Contractor's Project Director shall be responsible for Contractor's performance of all its tasks, subtasks and other Work and ensuring Contractor's compliance with this Agreement. Contractor's Project Director shall meet and confer with County's Project Director as required by County. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Director and Contractor's Project Director.

#### 3.2.2 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.5 (Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager on a regular basis to review project progress and discuss project coordination. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Director and Contractor's Project Director.

### 3.3 APPROVAL OF CONTRACTOR'S STAFF

3.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.3.2 County shall have the right to approve or disapprove each member, or proposed member, of Contractor's Project Director, Contractor's Project Manager and any staff providing Training or on-site Work to County under this Agreement or with access to any of County's sensitive information (hereinafter "Contractor Key Staff") prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor Key Staff. County's Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor Key Staff performing, or offering to perform, Work hereunder. Contractor shall provide County with a resume of each such proposed initial Contractor Key Staff member and a proposed substitute and an opportunity to interview such person prior to his/her performance of any Work hereunder.

3.3.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality and Assignment Agreement (Exhibit F) for each member of the Contractor Key Staff performing Work under this Agreement on or immediately after the Effective Date, but in no event later than the date such member of the Contractor Key Staff first performs Work under this Agreement.

3.3.4 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor Key Staff. Contractor shall promptly fill any Contractor Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor Key Staff member(s) being replaced.

3.3.5 In the event Contractor should ever need to remove any member of the Contractor Key Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide

an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor Key Staff during the term of the Agreement, Contractor shall replace such person with another to County's satisfaction.

- 3.3.6 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

#### 3.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 3.4.1 All Contractor staff performing Work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. Contractor may conduct its own background checks, provided that they comply with County's requirements, as acknowledged by County's Project Manager or designee. County acknowledges that Contractor has provided information detailing Contractor's background check procedures and that the same are acceptable hereunder. If Contractor's procedures for background checks materially change, Contractor shall provide County with revised procedures for County's acceptance and acknowledgment thereof. All fees associated with obtaining the background information shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 3.4.2 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor's staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access.
- 3.4.3 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 3.4 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

#### 3.5 REPORTS BY CONTRACTOR

In addition to any reports required elsewhere pursuant to this Agreement including the Statement of Work, in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to County's Project Manager as frequently as requested by County's Project Manager, but in no event more frequently than weekly, written reports which shall include, at a minimum, the following information:

- (1) Period covered by the report;
- (2) Overview of the reporting period;
- (3) Tasks, subtasks, deliverables, goods, services and other Work scheduled for the reporting period which were completed;
- (4) Tasks, subtasks, deliverables, goods, services and other Work scheduled the reporting period which were not completed;
- (5) Tasks, subtasks, deliverables, goods, services and other Work not scheduled for but completed in the reporting period.
- (6) Tasks, subtasks, deliverables, goods, services and other Work scheduled to be completed in the next reporting period;
- (7) Issues resolved and to be resolved;
- (8) Summary of project status as of reporting date; and



(9) Any other information which County may from time-to-time require.

### 3.6 RULES AND REGULATIONS

3.6.1 During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the reported violation is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and continue uninterrupted Work hereunder.

3.6.2 All Contractor employees who are receiving public assistance shall meet their reporting responsibilities to County. All of Contractor's employees shall maintain the confidentiality of all records obtained from County under the Agreement in accordance with all applicable County, State and federal laws, ordinances, regulations and directives relating to confidentiality, under state law, including without limitations, Welfare & Institutions Code, Section 10850 et seq. Further, such Contractor's employees shall not have any access to County's records of friends, relatives, business relations, personal acquaintances, tenants, or any other individuals whose relationship could reasonably influence his conduct or performance on the job. Limiting access to these records includes not allowing individuals access to information that could be used to determine eligibility for public assistance. Further, Contractor's employees shall not be able to transmit computer data, nor be able to obtain physical possession of case documents.

### 3.7 CONTRACTOR'S STAFF IDENTIFICATION

3.7.1 Contractor, at Contractor's cost, shall provide each member of the staff assigned to this Agreement with a visible photo identification badge in accordance with County's specifications. Identification badge specifications may change at the sole discretion of County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

3.7.2 Contractor shall notify County within one (1) Business Day when staff is terminated from work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Agreement.

If County requests the removal of Contractor's staff, Contractor shall be responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from work under this Agreement.

#### 4. CHANGES NOTICES AND AMENDMENTS

##### 4.1 GENERAL

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4. County reserves the right to change any portion of the Work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 4.

##### 4.2 CHANGE NOTICES

For any change requested by County which does not affect the scope of Work, term, payments, or any term or condition of this Agreement or which includes expenditure of Pool Dollars, a written notice of such change (hereinafter "Change Notice") shall be prepared and executed by County's Project Director.

##### 4.3 AMENDMENTS

Except as otherwise provided in this Agreement, for any change requested by County which affects the scope of Work, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by each of County's Board of Supervisors and Contractor's authorized representative(s).

##### 4.4 PROJECT SCHEDULE

As a result of completion of Deliverable 1.1 (Project Plan) of Exhibit A (Statement of Work), a Project Schedule will be derived for the Work relating to Implementation Services as described in Exhibit A (Statement Work), which shall update Exhibit C (Project Schedule). Changes to the Project Schedule shall be made upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director by Change Notice or otherwise, provided that County's Project Director's and Contractor's Project Director's agreement to alter the Project Schedule shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.3 (Amendments) above.

##### 4.5 EXTENSIONS OF TIME

Notwithstanding any other provision of this Paragraph 4, to the extent that extensions of time for Contractor's performance do not impact either the scope of Work or cost of this Agreement, County's Project Director, in his/her sole discretion, may grant Contractor extensions of time in writing for the work listed in Exhibit C (Project Schedule), provided such extensions shall not exceed a total of six (6) months beyond Final Acceptance.

##### 4.6 BOARD ORDERS

Notwithstanding any other provision of this Paragraph 4 or Paragraph 21 (Termination for Convenience), Director shall take all appropriate actions to carry out any orders of County's Board of Supervisors relating to this Agreement, which directly impact the Solution or the budget allocated for the Solution or the Agreement, and, for this purpose, Director is authorized: (i) to issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 21 (Termination for Convenience) without further action by County's Board of Supervisors and/or (ii) to prepare and execute Amendment(s) to this Agreement,

which shall reduce the scope of Work and the Contract Sum without further action by County's Board of Supervisors.

4.6.1 Such notices of partial or total termination shall be authorized under the following conditions:

- (1) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances, and publicly known guidelines and directives.
- (2) Director shall obtain the approval of County Counsel for any notice.
- (3) Director shall file a copy of all notices with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.

4.6.2 Such Amendments shall be authorized under the following conditions:

- (1) Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations and ordinances, and publicly known guidelines and directives.
- (2) County's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.
- (3) Director shall obtain the approval of County Counsel for any Amendment.
- (4) Director shall file a copy of all Amendments with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each Amendment.

4.7 FACSIMILE

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices prepared pursuant to this Paragraph 4 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

5. **SCOPE OF WORK**

In exchange for County's payment to Contractor of the applicable fees arising under the Agreement and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Agreement, including Exhibit A (Statement of Work) and Exhibit D (Service Level Agreement), including but not limited to components of the Solution, Implementation Services, System Maintenance and any Optional Work; and (b) grant to County the License to the Solution Software, as specified in Paragraph 10.2 (License). Contractor shall perform all such tasks, subtasks, deliverables, goods, services and other Work in accordance with Exhibit A (Statement of Work) with all Attachments thereto and Exhibit D (Service Level Agreement) with all Schedules thereto at the applicable rates and prices specified in Exhibit B (Pricing Schedule) with all Schedules thereto.

## 5.1 SOLUTION COMPONENTS

Contractor shall provide the License to all Solution Software, including but not limited to Application Software, Third Party Software and all Software Updates, all Server Environment components, including Server Software and Server Hardware, and any Third Party Products that may be acquired by County, in order to meet the System Requirements as such may be revised during the term of the Agreement, all in accordance with the provisions of Paragraph 10 (System Ownership and License) and the Agreement.

## 5.2 IMPLEMENTATION SERVICES

Contractor shall provide Implementation Services, including but not limited to Solution setup, installation, testing, training, Baseline Interfaces and other services through Final Acceptance of the Solution, as required for the successful implementation of the Solution, as specified in Exhibit A (Statement of Work) and elsewhere in the Agreement.

## 5.3 SYSTEM MAINTENANCE

Contractor shall provide to County System Maintenance services relating to the hosting, maintenance and support of the Solution, including but not limited to Solution Data extraction, Maintenance Services and Support Services, as provided in, and in accordance with, this Agreement, including Exhibit D (Service Level Agreement) and Task 5 (System Maintenance) of Exhibit A (Statement of Work). System Maintenance obligations shall commence upon Go-Live and shall continue through the term of this Agreement.

## 5.4 OPTIONAL WORK

Upon the written request of County's Project Director or designee following Go-Live and mutual agreement, Contractor shall provide to County Optional Work using Pool Dollars, including Software Modifications, Professional Services and/or Additional Products, in accordance with Task 11 (Optional Work) of Exhibit A (Statement of Work) at the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Software Modifications shall only include those products and services relating to the requirements not reflected on the Effective Date in the Specifications or System Requirements, as determined by County's Project Director or designee.

Upon County's request and Contractor's agreement to provide the Optional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed Scope of Work and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor shall commence the Optional Work following agreement by the parties with respect to such Scope of Work and the Maximum Fixed Price. Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement, of such Optional Work, Schedule B.1 (Optional Work Schedule) shall be updated accordingly to add such items of Optional Work by Change Notice executed in accordance with Paragraph 4 (Changes Notices and Amendments).

## 5.5 STANDARD OF SERVICES

Contractor's services and other Work required by this Agreement shall during the term of the Agreement conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's services or other work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure

of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy as specified in this Agreement, including Exhibit A (Statement of Work) and Exhibit D (Service Level Agreement). Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the System for the purpose of performing services or other Work under this Agreement or otherwise.

#### 5.6 UNAPPROVED WORK

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

### 6. PROJECT SCHEDULE

#### 6.1 PROJECT PLAN

Contractor shall implement the Solution in accordance with the Project Schedule, set forth in Exhibit C (Project Schedule), based upon the Project Plan developed and delivered pursuant to Subtask 1.1 (Develop Project Plan) of Exhibit A (Statement of Work). The Project Schedule shall, at a minimum, include the following items:

- (1) Deliverable Number;
- (2) Description;
- (3) Due Date;
- (4) Milestone/Key Deliverables Number;
- (5) Associated or Dependent Deliverable; and
- (6) Any other items reasonably required by County under this Agreement.

#### 6.2 KEY DELIVERABLES AND MILESTONES

Exhibit C (Project Schedule) shall specify certain Deliverables as Key Deliverables and/or Milestones, as determined by County. A Key Deliverable or a Milestone shall be deemed completed for purposes of this Paragraph 6.2 on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such Key Deliverable or Milestone are completed and delivered to County, provided that all of such Work required for completion of such Key Deliverable or Milestone are thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. The determination of whether a Key Deliverable or Milestone has been so completed and so approved, and of the date upon which such Key Deliverable or Milestone was completed, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 2.4 (Approval of Work) after County is informed by Contractor that such Key Deliverable or Milestone has been completed and is given all the necessary information, data and documentation to verify such completion.

## 7. TERM

### 7.1 INITIAL TERM

The term of this Agreement shall commence upon the Effective Date and shall expire four (4) years following the Final Acceptance of the Solution, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter “Initial Term”).

### 7.2 EXTENDED TERM

At the end of the Initial Term, County may, at its sole option, extend this Agreement for up to two (2) additional consecutive one (1) year terms (hereinafter “Extended Term”) one (1) year at a time, subject to, among others, County’s right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. If County elects not to exercise its option to extend at the end of the Initial Term, or the Extended Term, as applicable, the remaining option(s) shall automatically lapse. County shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, County notifies in writing Contractor that it elects not to extend the Agreement pursuant to this Paragraph 7.

County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Agreement term extension option.

### 7.3 DEFINITION OF TERM

As used throughout this Agreement, the word “term” when referring to the term of the Agreement shall include the Initial Term and the Extended Term, to the extent County exercises any of its options pursuant to Paragraph 7.2 (Extended Term).

### 7.4 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the term. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director at the address set forth in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

## 8. CONTRACT SUM

### 8.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4 (Approval of Work). If County does not approve work in writing, no payment shall be due Contractor for that Work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Two Million Forty-Two Thousand Dollars (\$2,042,000), as further detailed in Exhibit B (Pricing Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County’s and Contractor’s authorized representative(s) pursuant to Paragraph 4 (Changes Notices and Amendments). The Contract Sum under this Agreement shall cover authorized payments for any and all

Work provided by Contractor under the Agreement, including all Solution components, Implementation Services, System Maintenance and any Optional Work.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the Pool Dollars expenditures, authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Section 1 (County Key Personnel) in Exhibit E (Administration of Agreement). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

## 8.2 SOLUTION IMPLEMENTATION

### 8.2.1 IMPLEMENTATION COST

Contractor shall provide the License for all Solution Software, including Application Software and Server Software, and Implementation Services, including Baseline Interfaces and Baseline Customizations, in accordance with Exhibit A (Statement of Work), with all Attachments thereto, and the Base Agreement in exchange for County's payment of the applicable Implementation Cost. The Implementation Cost shall include all applicable fees associated with the implementation of the Solution together with all required System Training, including all tasks, subtasks, deliverables, goods, services and other Work set forth in such Exhibit A (Statement of Work), as specified in Exhibit B (Pricing Schedule). The Implementation Cost shall not exceed the amount specified in such Exhibit B (Pricing Schedule).

### 8.2.2 CREDITS TO COUNTY

Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in Paragraph 8.2.2 below, as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.

For each and every occasion upon which a Key Deliverable has not been completed by Contractor within thirty (30) days after the date scheduled for completion thereof as set forth in such Exhibit C (Project Schedule), other than as a result of delays caused by acts or omissions of County, and unless otherwise approved in writing by County's Project Manager or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise in the total amount of Five Hundred Dollars (\$500) for each day after the Due Date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in the Project Schedule. A determination whether County shall assess credits due to it pursuant to this Paragraph 8.2.2 shall be made by County's Project Manager in his/her reasonable discretion.

A Deliverable shall be deemed completed for purposes of this Paragraph 8.2.2 and Paragraph 8.2.3 (Termination) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, services

and other Work required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. For purposes of this Paragraph 8.2.2 and Paragraph 8.2.3 (Termination), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by County's Project Director as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

#### 8.2.3 TERMINATION

In addition to the foregoing provisions of Paragraph 8.2.2 (Credits to County), if any Key Deliverable is not completed within thirty (30) days after the applicable Due Date, and thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work), other than as a result of delays caused by acts or omissions of County as determined by Director in his/her reasonable judgment, and unless County's Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Paragraph 20 (Termination for Default) or for convenience in accordance with Paragraph 21 (Termination for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Paragraph 20 (Termination for Default).

#### 8.3 SYSTEM MAINTENANCE

Contractor shall, during the term of this Agreement, provide to County System Maintenance services, including Maintenance Services and Support Services, in exchange for County's payment of the applicable Maintenance Fees in accordance with and as set forth in Exhibit B (Pricing Schedule), with all Schedules thereto. Maintenance Fees will be paid by County to Contractor for Maintenance Periods commencing upon Final Acceptance and shall not exceed the amounts specified in such Exhibit B (Pricing Schedule). Maintenance Fees, including all components thereof, shall not increase during the Initial Term of the Agreement and shall increase by no more than COLA from each prior year during the Extended Term of the Agreement.

#### 8.4 OPTIONAL WORK

Upon County's request for Optional Work and mutual agreement, Contractor shall provide to County Optional Work using Pool Dollars in accordance with the agreed upon Maximum Fixed Priced and the Scope of Work, as specified in Paragraph 5.4 (Optional Work). Contractor's rates for Optional Work shall be subject to the applicable pricing terms set forth in Exhibit B (Pricing Schedule) for the term of this Agreement. Any Optional Work provided by Contractor shall not cause an increase in the Maintenance Fees under this Agreement with the exception of any Additional Software procured as part of Additional Products. Absent an Amendment in accordance with Paragraph 4 (Changes Notices and Amendments), the Pool Dollars are the aggregate amount available during the term of this Agreement for Optional Work requested and provided following Go-Live.



## 8.5 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

## 8.6 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligations shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Agreement.

## 8.7 COST OF LIVING ADJUSTMENT

The cost of living adjustment for the Maintenance Fees and the Fixed Hourly Rate for System Maintenance and Optional Work, respectively, provided by Contractor under this Agreement during the Extended Term shall be the lesser of: (i) the most recently published percentage change, if any, in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles – Riverside – Orange County Area for the twelve (12) month period preceding the Agreement anniversary date and (ii) the general salary movement percentage granted to County employees for the twelve (12) month period preceding the prior July 1 as determined by County's Chief Executive Office, capped at three percent (3%) per year (hereinafter "Cost of Living Adjustment" or "COLA"). With regard to the general salary movement number, the pertinent figure in any fiscal year (FY) will always be determined by a retrospective look at the prior fiscal year. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no Cost of Living Adjustment will be granted.

## 9. INVOICES AND PAYMENTS

### 9.1 INVOICES

Contractor shall invoice County in accordance with Exhibit B (Pricing Schedule), for (i) Implementation Services, based on the Deliverable amounts due upon Contractor's completion and County's written approval of billable Deliverables; (ii) System Maintenance, by payment in arrears of the applicable Maintenance Fees for Maintenance Periods commencing upon Final Acceptance; and (iii) all Optional Work, on a per Change Notice basis, by payment of the actual price expended by Contractor for the provision of any such

Optional Work, which shall not exceed the Maximum Fixed Price quoted for such Optional Work following Contractor's completion and County's written approval of the Optional Work.

9.1.1 SUBMISSION OF INVOICES

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Pricing Schedule). All invoices and supporting documents under this Agreement shall be submitted to the person designated in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement) as County's Project Manager at the address specified in such Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

9.1.2 INVOICE DETAILS

Each invoice submitted by Contractor shall indicate, at a minimum:

- (1) Agreement Name and Number;
- (2) The tasks, subtasks, deliverables, goods, services or other Work for which payment is claimed, including Implementation Services Deliverable(s), System Maintenance and Optional Work;
- (3) The price of such tasks, subtasks, deliverables, goods, services or other Work calculated based on the pricing terms set forth in Exhibit B (Pricing Schedule) or any Change Notice, as applicable.
- (4) The date of written approval of the tasks, subtasks, deliverables, goods, services or other Work by County's Project Director or designee;
- (5) Indication of any applicable withhold or holdback amounts for payments claimed or reversals thereof;
- (6) Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
- (7) A copy of any applicable Acceptance certificates signed by County's Project Director and County's Project Manager; and
- (8) Any other information required by County's Project Director.

9.1.3 APPROVAL OF INVOICES

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

9.1.4 INVOICE DISCREPANCIES

County's Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If County's Project Director does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to

Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager with a copy to County's Project Director at the addresses specified in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

## 9.2 DELIVERY OF SOLUTION SOFTWARE

It is in the intent of the parties that if any Solution Software or Documentation provided by Contractor under this Agreement, including any product of System Maintenance services or Optional Work, is delivered to County, such delivery shall be made either (i) in electronic format (e.g., via electronic mail or internet download) or (ii) personally by Contractor staff who shall load such Solution Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the Solution Software and Documentation to County.

Any Solution Software and Documentation that is provided or delivered by Contractor to County in a tangible format shall be F.O.B. Destination. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on Solution Software Components and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

## 9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8 (Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Solution components provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, any product of System Maintenance Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other applicable taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

## 9.4 PAYMENTS

Provided that Contractor is not in default under any provision of this Agreement, County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Invoice Discrepancies) above.

County's failure to pay within the thirty (30) day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or other penalty on any late payment.

#### 9.5 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Work.

#### 9.6 HOLDBACKS

County will hold back ten percent (10%) of the amount of Deliverable invoices for Implementation Services submitted by Contractor under this Agreement and approved by County pursuant to Paragraph 2.4 (Approval of Work), as further specified in Exhibit B (Pricing Schedule). The cumulative amount of such holdbacks shall be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.4 (Invoice Discrepancies), 9.5 (County's Right to Withhold Payment) and any partial termination of any Task, Subtask or Deliverable set forth in the Statement of Work as provided herein.

### 10. SYSTEM OWNERSHIP AND LICENSE

#### 10.1 SYSTEM OWNERSHIP

##### 10.1.1 SYSTEM ENVIRONMENT

Contractor acknowledges that County, or the rightful owner, owns all Client Environment components provided by County, Data Store, Additional Hardware and County Software; while Contractor, or the rightful owner, shall retain ownership of all Server Environment components provided by Contractor, as may be specified in Attachment A.2 (System Configuration).

##### 10.1.2 SOLUTION SOFTWARE

All Solution Software provided by Contractor to County pursuant to this Agreement, including Application Software, Third Party Software and Software Updates, and related Documentation, is and shall remain the property of Contractor or any rightful third party owner, with which all Proprietary Rights shall reside, and which shall be subject to the terms of the License granted pursuant to Paragraph 10.2 (License) below.

##### 10.1.3 SOLUTION DATA

All Solution Data provided or made accessible by County to Contractor is and shall remain the property of County.

##### 10.1.4 WORK PRODUCT

Contractor, or the rightful owner, shall remain the sole owner of Contractor's Application Software, including the Baseline Application and Application Modifications, and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any County Materials previously owned by County or designed or developed by Contractor for County.

## 10.2 LICENSE

### 10.2.1 LICENSE GRANT

Subject to the provisions of Paragraph 10.1 (System Ownership), Contractor hereby grants to County a perpetual, irrevocable, non-exclusive license to use the Solution Software and Work Product, including any related Documentation (hereinafter “License”), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) during the term specified in Paragraph 10.2.2 (License Term). Notwithstanding the foregoing, upon mutual agreement of the parties, County may obtain its own license for any Third Party Software, the term and scope of which shall be subject to the terms of County’s agreement with the provider of such Third Party Software.

### 10.2.2 LICENSE TERM

The License granted under this Agreement shall commence upon the earlier of the delivery of a first Application Software component to County or the Effective Date and shall continue in perpetuity and without regard to the end of the term of this Agreement, unless otherwise specified herein.

### 10.2.3 SCOPE OF LICENSE

The License granted by Contractor under this Agreement provides County with the following rights:

- (1) To use, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, local area networks and wide area networks, including web connections, by an unlimited number of Users in the conduct of the business of County as provided in the Agreement;
- (2) To use, modify, copy, translate and compile the Application Software after such time as one of the Release Conditions described in Paragraph 10.3.3 (Source Code Release Conditions) has occurred which would permit County to use the Source Code as provided in this Paragraph 10.2.3 and Paragraph 10.3 (Source Code) below;
- (3) To use, modify, copy and display the Documentation, including but not limited to Solution and User manuals, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License;
- (4) To permit third party access to the Solution Software, the Documentation, the Source Code, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of System Maintenance services including Software Updates, Software Modifications, Professional Services and other business use or support of the Solution Software as contemplated by this Agreement; provided, however, without limiting County’s rights under this Paragraph 10.2.4(4), County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 10.2.4(4) unless and until the occurrence of any one of the Release Conditions; and
- (5) Pursuant to Paragraph 53 (Assignment by County), to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: (i) by County and permitted assignees, for archive and backup purposes; and (ii) by County, for use by permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies initially furnished to County by Contractor.

#### 10.2.4 LICENSE RESTRICTIONS

County acknowledges and agrees (i) that the Application Software provided by Contractor to County under the Agreement, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to County are reserved to Contractor, or its licensors, as applicable; and (ii) that Contractor, or its licensors, retain all Proprietary Rights in and to the foregoing. Subsequently, County's License to the Application Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4. Accordingly, County will not:

- (1) Reverse engineer, disassemble or decompile the Application Software provided by Contractor;
- (2) Transfer, sublicense, rent, lease, convey or assign (unless resulting from an Agreement assignment under Paragraph 53 (Assignment by County)) the Application Software provided by Contractor;
- (3) Copy or reproduce the Application Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes;
- (4) Use the Application Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party; or
- (5) Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the Application Software provided by Contractor.

#### 10.2.5 THIRD PARTY APPLICATION

Contractor shall not use Third Party Application in the Solution without the prior written approval of County in accordance with Paragraph 2.4 (Approval of Work) and the prior written approval of County Counsel, to be granted or withheld in each of their sole discretion. County's Project Director and County Counsel shall also have the right to so approve all of the terms under which Contractor will license any proposed Third Party Application from the third party licensor, including, without limitation, scope of license, risk allocation provisions, warranties, financial terms and any applicable Source Code Escrow Agreement terms. Notwithstanding the foregoing, County shall have access to the Source Code of any Third Party Application upon occurrence of any of the Release Conditions applicable to Contractor's proprietary Application Software specified in Paragraph 10.3.3 (Source Code Release Conditions) below.

#### 10.3 SOURCE CODE

##### 10.3.1 SOURCE CODE ESCROW

Upon the Effective Date of the Agreement, but no later than Contractor commences any Work hereunder, Contractor shall, at no cost to County, shall have deposited in Source Code Escrow the Source Code for all Application Software that is part of the Solution (i) with a nationally recognized source code escrow company or (ii) with County (hereinafter "Self Escrow") pursuant to the instructions from County's Project Director. Contractor shall ensure that County has access to the Source Code for all Application Software, either via delivery to County's Self Escrow or pursuant to the Source Code Escrow Agreement (hereinafter, collectively or alternatively with "Self Escrow", "Source Code Escrow"), as applicable. A copy of each fully executed Source Code Escrow Agreement shall be incorporated herein by reference as Exhibit K (Source Code Escrow Agreement) to this

Agreement. There shall be no charge to County for the acquisition and/or maintenance of the Source Code Escrow Agreement under this Agreement.

Contractor shall deposit in Source Code Escrow the Source Code for all Application Software utilized by Contractor for the Solution under this Agreement, including the Core Application, Interfaces, Third Party Application, Customizations and Application Modifications. Contractor shall update the Source Code by depositing in Source Code Escrow the Source Code for all Application Modifications, including, but not limited to, Software Modifications, Additional Software, Software Updates, Replacement Products, if any, and any other modifications or enhancements to the deposited Application Software and any Application Software newly licensed or developed for the purpose of this Agreement, promptly upon availability or as otherwise required by County. Contractor's duty to update the Source Code shall continue through the term of this Agreement.

Contractor's duty to deposit and maintain the Source Code in Source Code Escrow shall continue throughout the term of this Agreement, unless one of the Release Conditions occurs which would permit County to obtain and use the Source Code in accordance with the terms of this Paragraph 10.3. Contractor may, by written notice to County, change the Source Code Escrow Agreement for the Source Code upon County's approval in accordance with Paragraph 2.4 (Approval of Work). Any such change shall be accomplished by a Change Notice in accordance with Paragraph 4 (Changes Notices and Amendments) above and shall not modify Contractor's obligations or County's rights with respect to the Source Code under this Agreement.

#### 10.3.2 NATURAL DEGENERATION

The parties acknowledge that as a result of the passage of time alone, the deposited Source Code may be susceptible to loss of quality ("Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit in Source Code Escrow a new copy of all deposited Source Code no less frequently than every six (6) months. In the event the Source Code or any part of it is destroyed or corrupted, upon County's request, Contractor shall deposit a replacement copy of the Source Code in Source Code Escrow.

#### 10.3.3 SOURCE CODE RELEASE CONDITIONS

In addition to any conditions for release of Source Code identified in any Source Code Escrow Agreement, Contractor shall cause the release of the Source Code to County, and County shall have the right to immediately begin using the Source Code, as provided in Paragraph 10.3.5 (Possession and Use of Source Code), at no charge to County, upon the occurrence of the following events (hereinafter, collectively with the release conditions identified in any Source Code Escrow Agreement, "Release Condition(s)"):

- (1) The insolvency of Contractor, including as set forth in Paragraph 23 (Termination for Insolvency); or
- (2) Contractor is unwilling or unable to provide all System Maintenance services in accordance with the terms of this Agreement, including Exhibit D (Service Level Agreement); or
- (3) Contractor ceasing to maintain or support the current version or the last two (2) prior Version Releases of the Application Software for reasons other than County's failure to pay for, or election not to receive, Contractor's System Maintenance services, and no other qualified entity assuming the obligation to provide such System Maintenance services, which may result in County's termination of the Agreement for default in

accordance with Paragraph 20 (Termination for Default); or

- (4) Successor ceasing to do business with County with respect to this Agreement; or
- (5) A different hardware or operating system platform is established for the product and required for use of the Application Software by Contractor, without maintenance of the Application Software residing in the Client Environment, on the originally agreed equipment or operating system platform within the term of this Agreement, other than due to the failure of the manufacturer of such platform to maintain and support same.

Upon occurrence of any of the Release Conditions, Contractor shall ensure the release of the Source Code to County. Notwithstanding the foregoing, County alone may initiate the release of the Source Code if it believes in good faith that a Release Condition has occurred, subject to the provisions of any Source Code Escrow Agreement, if applicable, and this Paragraph 10.3.3.

#### 10.3.4 COUNTY'S RIGHT TO VERIFY SOURCE CODE

Regardless of whether one of the Release Conditions occurs, County shall have the right, at County's sole expense, to verify the relevance, completeness, currency, accuracy and functionality of the deposited Source Code by, among other things, compiling the Source Code and performing test runs for comparison with the applicable Application Software. In the event such testing demonstrates that the Source Code does not correspond to the applicable Application Software operated by County and maintained by Contractor, Contractor shall reimburse County for all costs and fees incurred in the testing and immediately deposit the correct Source Code in Source Code Escrow.

#### 10.3.5 POSSESSION AND USE OF SOURCE CODE

Upon the occurrence of a Release Condition, County shall be entitled to obtain the Source Code from the Source Code Escrow pursuant to the terms of any Source Code Escrow Agreement or Paragraph 10.3.3 (Source Code Release Conditions). County shall be entitled to use the Source Code as needed to remedy the event of release and mitigate any damages arising from such event, provided that mitigation of damages shall not include the sale or sublicense of the Source Code. Such use will include, but not be limited to, County's right to perform its own support and maintenance, alter or modify the Source Code and/or obtain the benefits sought under this Agreement, subject to the limitations of Paragraph 10.3.6 (Proprietary Rights) below.

#### 10.3.6 PROPRIETARY RIGHTS

Subject to the provisions of Paragraph 10.3.5 (Possession and Use of Source Code) and County's License to, and Contractor's ownership of, the Core Application as provided in Paragraph 10.1 (System Ownership), Source Code obtained by County under the provisions of this Agreement shall remain subject to every license restriction, proprietary rights protection and other County obligation specified in this Agreement, provided, however, County may make such Source Code available to third parties as needed to assist it in making authorized use of the Solution. County acknowledges that any possession of the Source Code referred to herein is subject to the confidentiality and proprietary provisions of access to any third party. Should use of the Source Code as provided in this Paragraph 10.3.6 involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade



secret, trademark or other proprietary information infringement against County or any User provided use of Application Software and Source Code is in accordance with this Agreement.

#### 10.3.7 SOURCE CODE ESCROW AGREEMENT AMENDMENT

As between County and Contractor, this Paragraph 10.3 shall constitute an amendment to any Source Code Escrow Agreement and incorporates all of the Release Conditions identified in Paragraph 10.3.3 (Source Code Release Conditions) above.

### 11. SOLUTION ACCEPTANCE

#### 11.1 SYSTEM TESTS

County and/or Contractor, as applicable, shall conduct all System Tests specified in this Paragraph 11.1 and in Exhibit A (Statement of Work). Such System Tests shall include, without limitation, the following:

- (1) User Acceptance Test: As set forth in Subtask 2.3 (Develop UAT Plan and Conduct UAT) of Exhibit A (Statement of Work), to confirm that the Solution meets all System Requirements.
- (2) Data Migration Test: As set forth in Subtask 4.2 (Develop and Test Data Migration Methods) of Exhibit A (Statement of Work), to confirm that the Existing Data has been converted properly to meet all applicable System Requirements.
- (3) Volume Test: As set forth in Subtask 7.2 (Develop and Execute Volume Test) of Exhibit A (Statement of Work), to estimate, size and volume test the Solution configuration.
- (4) Final User Acceptance Test: As set forth in Subtask 9.3 (Conduct Final User Acceptance Test) of Exhibit A (Statement of Work), to confirm that the Solution is ready for full Production Use by County.

#### 11.2 PRODUCTION USE

The System shall achieve Go-Live and shall be ready for Production Use when County's Project Director, or his/her designee, approves in writing Deliverable 9.3 (Go-Live) of Exhibit A (Statement of Work).

#### 11.3 FINAL ACCEPTANCE

The System shall achieve Final Acceptance when County's Project Director, or his/her designee, approves in writing Deliverable 9.4 (Final Acceptance) of Exhibit A (Statement of Work). In the event the System fails to successfully achieve Final Acceptance, Contractor shall provide County with a diagnosis of the Deficiencies and proposed solution(s). County and Contractor shall agree upon all such proposed solutions prior to their implementation.

#### 11.4 FAILED TESTING

- 11.4.1 If County's Project Director makes a good faith determination at any time that the System as a whole, or any component thereof, has not successfully completed a System Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 11.4 as "Designated Test"), County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting. Contractor shall

notify County's Project Director in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or the System again fails to pass the applicable Designated Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting.

11.4.2 Such procedure shall continue, subject to County's rights under Paragraphs 8.2.2 (Credits to County) and 8.2.3 (Termination) in the event Contractor fails to timely complete any Key Deliverable until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Paragraph 20 (Termination for Default) on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a deficiency by re-performance after two (2) attempts, County and Contractor will work together to agree on a mutually acceptable resolution, provided that if County and Contractor cannot agree on a resolution, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).

11.4.3 Such a termination for default by County shall be, subject to the Dispute Resolution Procedure, either, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the System; or (ii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to County of the System as a whole, the entire Agreement. In the event of a termination under this Paragraph 11.4, County shall have the right to receive from Contractor (i) reimbursement of all payments made to Contractor by County under this Agreement for the System component(s) and related Deliverables as to which the termination applies or (ii) if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

#### 11.5 SYSTEM USE

Subject to County's obligations of Acceptance set forth in Exhibit A (Statement of Work) and the Agreement, following the Solution implementation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the Solution, without any additional cost to County where County determines that it is necessary for County's operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Acceptance or Final Acceptance of the System.

## 12. WARRANTIES AND CORRECTION OF DEFICIENCIES

### 12.1 SYSTEM WARRANTIES

Contractor hereby warrants to County that the System shall be free from any and all Major Deficiencies commencing from Go-Live and continuing through Final Acceptance (hereinafter "Warranty Period"). All Deficiencies reported or discovered shall be corrected in accordance with Exhibit D (Service Level Agreement) and shall be at no cost to County during the Warranty Period. Contractor shall meet all of the warranties set forth in Exhibit D (Service Level Agreement), including but not limited to general warranties, System warranties and System Performance warranties.

### 12.2 PROBLEM RESOLUTION

Provided that County is covered by System Maintenance as provided in this Agreement, any non-conformances, breaches of warranties specified herein and other Deficiencies reported and discovered during the term of the Agreement shall be corrected in accordance with Exhibit D (Service Level Agreement).

### 12.3 CONTINUOUS PRODUCT SUPPORT

- 12.3.1 In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the term of the Agreement in order to fulfill its obligations under the Agreement and to meet the System Requirements, then the License shall be deemed to automatically include such Replacement Product without cost or penalty to County even if such Replacement Product contains greater functionality than the Solution Software it replaced. If required by County, Contractor shall provide the necessary training to County personnel to utilize the Replacement Product at no cost to County.
- 12.3.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Agreement), shall be deemed to have ratified this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product.
- 12.3.3 The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:
- (1) Contractor, or its assignee or successor, shall, at no cost to County, implement the Replacement Product in the System Environment, convert and migrate all of the Solution Data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;
  - (2) Any prepaid Maintenance Fees for the Solution shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same term, the credit balance shall be applied to future Maintenance Fees or returned to County, at County's option;
  - (3) Any and all modules offered separately and needed to match the original Application Software's level of functionality shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any Annual Fees;

- (4) Contractor shall provide to County the necessary System Training for purposes of learning the Replacement Product. Such training shall be provided at no cost to County;
- (5) All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County; and
- (6) The definition of Application Software shall include the Replacement Product.

12.4 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any System component or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

12.5 REMEDIES

County's remedies under the Agreement for the breach of the warranties set forth in this Agreement, including Exhibit D (Service Level Agreement), will be limited to the repair or replacement by Contractor, at its own expense, of the non-conforming System components and the specific remedies set forth in Exhibit D (Service Level Agreement) and any other corrective measures specified in Exhibit D (Service Level Agreement) and this Agreement.

12.6 BREACH OF WARRANTY OBLIGATIONS

Failure by Contractor to timely perform its obligations set forth in this Paragraph 12 shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 20 (Termination for Default).

12.7 DISCLAIMER OF WARRANTIES

Contractor expressly disclaims all warranties not expressly specified in this Agreement, including the implied warranty of merchantability or fitness for a particular purpose or any warranties arising as a result of custom or usage in the trade or by course of dealing. Nothing in this Paragraph 12.7 negates any other express warranties provided by Contractor under the Agreement.

13. INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

14. INSURANCE AND PERFORMANCE SECURITY

14.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 14. These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

14.2 EVIDENCE OF COVERAGE AND NOTICE

- 14.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- 14.2.2 Renewal Certificates shall be provided to County not less than ten (10) days after renewal of Contractor's policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies at any time.
- 14.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 14.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director at the address specified in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Such report shall be made in writing within twenty-four (24) hour or the next Business Day. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### 14.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

##### 14.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County not less than ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of the County, upon which County may suspend or terminate this Agreement.

##### 14.3.2 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

##### 14.3.3 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

##### 14.3.4 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

##### 14.3.5 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

14.3.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14.3.7 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

14.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

14.3.9 SEPARATION OF INSUREDs

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations

14.3.10 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional covered Party under any approved program.

14.3.11 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

County reserves the right to review and adjust the required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

14.4 INSURANCE COVERAGE

14.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE

14.4.2 Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

#### 14.4.3 AUTOMOBILE LIABILITY INSURANCE

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

#### 14.4.4 WORKERS' COMPENSATION AND EMPLOYERS' INSURANCE

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### 14.4.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

#### 14.4.6 PROPERTY COVERAGE

If Contractor's given exclusive use of County owned or leased property shall carry property, Contractor coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

#### 14.5 PERFORMANCE SECURITY

Contractor shall furnish for the purpose of this Agreement, within thirty (30) days from the Effective Date, or such longer period as mutually agreed upon by County and Contractor, and in all events prior to commencing any Work under this Agreement, performance security in the form of a performance bond, a certificate of deposit (CD), an irrevocable letter of credit (LOC) or other performance security in a form and from a financial institution acceptable to County payable to County in the amount of the Implementation Cost for the Work through the end of the Warranty Period, including Final Acceptance.

Prior to acceptance of Contractor's performance security, Contractor shall submit to County for approval the form of the proposed performance security. Both the initial expense and the annual premiums for the performance security shall be paid by Contractor.

In the event of termination under Paragraph 20 (Termination for Default) or Paragraph 23 (Termination for Insolvency), the performance security amount shall become payable to County for any outstanding damage assessments made by County against Contractor. An amount up to the full amount of the performance security may also be applied to Contractor's



liability for any administrative costs and/or any excess costs incurred by County in obtaining similar software and services to replace those terminated as a result of Contractor's default or insolvency.

14.6 FAILURE TO MAINTAIN COVERAGE OR PERFORMANCE SECURITY

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance or maintain performance security acceptable to County shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.

15. INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION

- 15.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to use the Solution without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the Solution licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Solution (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County and its Users of the Solution in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.
- 15.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County its Special Districts, elected and appointed officers, employees and agents (collectively referred to for purposes of this Paragraph 13 as "County") from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 13 as "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15.2 shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.
- 15.3 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by

license or otherwise, for County to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County's License or ownership rights under this Agreement; or (ii) to the extent procuring such right to use the Solution is not commercially reasonable, replace or modify the Solution or component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined by County and Contractor until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 15.3 "Remedial Act(s)").

- 15.4 If Contractor fails to complete the Remedial Acts described in Paragraph 15.3 above then, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default), in which case, in addition to other remedies available to County, Contractor shall reimburse County for the entire Implementation Cost paid by County to Contractor under the Agreement.

## 16. PROPRIETARY CONSIDERATIONS

### 16.1 COUNTY MATERIALS

Contractor and County agree that all materials, plans, reports, Project Schedule, Project Plan, documentation and training materials developed by or solely for County, departmental procedures and processes, algorithms and any other information provided by County or specifically provided by Contractor for County pursuant to this Agreement, excluding the Work Product and Solution Software provided by Contractor and related Documentation (collectively "County Materials"), and all copyrights, patent rights, trade secret rights and other proprietary rights therein shall be the sole property of County. Contractor hereby assigns and transfers to County all of Contractor's right, title, and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. During and for a minimum of five (5) years subsequent to the term of this Agreement, Contractor shall retain any and all such working papers. County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

### 16.2 TRANSFER TO COUNTY

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights shall be borne by County. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

### 16.3 CONTRACTOR'S OBLIGATIONS

Contractor shall protect the security of and keep confidential all County Materials and shall use whatever security measures are reasonably necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

16.4 PROPRIETARY AND CONFIDENTIAL

Any and all County Materials which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- (1) Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; or
- (2) Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

17. DISCLOSURE OF INFORMATION

17.1 DISCLOSURE OF AGREEMENT

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall, to the extent allowed by law or such order, promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

- (1) Contractor shall develop all publicity material in a professional manner.
- (2) During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director for each such item.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 17 shall apply.

17.2 REQUIRED DISCLOSURE

Notwithstanding any other provision of this Agreement, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

18. CONFIDENTIALITY AND SECURITY

18.1 CONFIDENTIALITY

18.1.1 CONFIDENTIAL INFORMATION

Each party shall protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County and CSS records, data and information, County Materials, Solution Data, Work Product, Application Software, health information and any other data, records and information, received, obtained and/or produced under the provisions of this Agreement (hereinafter also “Confidential Information”), in accordance with the terms of this Agreement and all applicable Federal, State or local laws, regulations, ordinances, and publicly known guidelines and directives relating to confidentiality. As used in this Agreement, the term “Confidential Information” shall also include records, materials, data and information deemed confidential by County or the applicable law under Paragraph 3.6 (Rules and Regulations). Each party shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall inform all of its officers, employees, agents and subcontractors providing Work hereunder of the confidentiality provisions of this Agreement. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Agreement, including this Paragraph 18 and Exhibit F (Confidentiality and Assignment Agreement).

18.1.2 DISCLOSURE

With respect to any of County’s Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 18.1.2 “information”), Contractor shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County’s prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such information to County or maintain such information according to the written procedures provided to Contractor by County for this purpose.

Under State law, including Welfare & Institutions Code, Section 10850 and California Department of Social Services (CDSS), Manual of Policies and Procedures, Division 19, Section 10859 et seq. and 17006, all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases shall be in any way relayed to anyone except those employees of County so designated without written authorization from County.

18.1.3 INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information

by Contractor, its officers, employees, or agents, except for any disclosure authorized by this Paragraph 18.

## 18.2 SECURITY

### 18.2.1 SYSTEM SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of the RFP, this Agreement or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the System. In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

### 18.2.2 SYSTEM DATA SECURITY

Contractor hereby acknowledges the right of privacy of all persons as to whom there exists any Solution Data or any other County data. Contractor shall protect, secure and keep confidential all Solution Data in compliance with all federal, state and local laws, rules, regulations, ordinances, and publicly known guidelines and directives, relating to confidentiality and information security (including any breach of the security of the System, such as any unauthorized acquisition of Solution Data that compromises the security, confidentiality or integrity of personal information), including California Civil Code Section 1798.82 and California Welfare and Institutions Code Section 10850. Further, Contractor shall take all reasonable actions necessary or advisable to protect all Solution Data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Director. Contractor shall not use Solution Data for any purpose or reason other than to fulfill its obligations under this Agreement.

## 18.3 REMEDIES

Contractor acknowledges that a breach by Contractor of this Paragraph 18 may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under this Paragraph 18 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 18. The provisions of this Paragraph 18 shall survive the expiration of termination of this Agreement.

Contractor shall take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor shall bear the full risk of loss or damage to the Solution and any Solution Data by any cause other than resulting from force majeure or County's sole fault.

19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

- 19.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.
- 19.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior consent of County in accordance with the applicable provisions of this Agreement.
- 19.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express written approval shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

20. TERMINATION FOR DEFAULT

- 20.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:
- (1) Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement, including the finalized Project Schedule; or
  - (2) Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
  - (3) Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
  - (4) Contractor in performance of Work under the Agreement fails to comply with the requirements of this Agreement, including but not limited to Exhibit A (Statement of Work) and Exhibit D (Service Level Agreement); or
  - (5) Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement;

and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such failure or breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County

may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

20.2 If, after County has given notice of termination under the provisions of this Paragraph 20, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination for Convenience).

1.1 The rights and remedies of County provided in this Paragraph 20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 21. TERMINATION FOR CONVENIENCE

21.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than sixty (60) calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 20 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

21.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly in accordance with Paragraph 24 (Effect of Termination).

## 22. TERMINATION FOR IMPROPER CONSIDERATION

22.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

22.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974 0914 or (800) 544 6861.

22.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## 23. TERMINATION FOR INSOLVENCY

23.1 County may terminate this Agreement immediately at any time upon the occurrence of any of the following:

- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not

Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;

- (2) The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;
- (3) The appointment of a receiver or trustee for Contractor; or
- (4) The execution by Contractor of an assignment for the benefit of creditors.

23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation in accordance with the terms of Paragraph 10.3 (Source Code), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

## 24. EFFECT OF TERMINATION

In the event that County, upon notice to Contractor, terminates this Agreement in whole or in part as provided herein, then:

- (1) Contractor and County shall continue the performance of this Agreement to the extent not terminated;
- (2) Contractor shall stop work under this Agreement on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress, in a media reasonably requested by County;
- (3) Contractor shall promptly return to County any and all Confidential Information, including County data and County Materials, that relate to that portion of the Agreement and Work terminated by County;
- (4) County shall pay Contractor all monies due in accordance with the terms of the Agreement for the Work completed up to the time of termination;
- (5) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Annual Fees calculated depending on the date of termination, if applicable. Notwithstanding the foregoing, upon termination by County for default during Solution implementation, Contractor shall return all Implementation Cost amounts paid by County to Contractor during such Solution implementation, and County will return to Contractor all products of the terminated Implementation Services;
- (6) Upon termination by County for default pursuant to Paragraph 20 (Termination for Default) or for insolvency pursuant to Paragraph 23 (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County



may deem appropriate, goods, services and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Work;

- (7) County shall have the rights set forth in Paragraphs 10.2 (License) and 10.3 (Source Code) to access and use the Source Code as set forth therein, including without limitation the right to modify all source and object code versions of the Application Software after such time as one of the Release Conditions described in Paragraph 10.3.3 (Source Code Release Conditions) has occurred which would permit County to use the Source Code; and
- (8) Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Solution provided to County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new solution, toward the end that there be no interruption of County's day to day operations due to the unavailability of the Solution during such transition. Upon notice to Contractor, Contractor shall allow County or another selected contractor a transition period until expiration of the term of the Agreement, or in all other cases, at a date specified by County, for the orderly turnover of Contractor's Agreement activities and responsibilities without additional cost to County. The transition from the Solution to another solution shall be performed by Contractor as Optional Work.

## 25. INDEPENDENT CONTRACTOR STATUS

- 25.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 25.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing work on behalf of Contractor.
- 25.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.
- 25.4 Notwithstanding the provisions of this Paragraph 24(8), the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

## 26. SUBCONTRACTING

- 26.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor, specifically, Contractor Key Staff. Consequently, no performance by the Contractor Key Staff of this Agreement, or any portion thereof, shall be subcontracted by Contractor without notice to County as provided in this Paragraph 26. Any

attempt by Contractor to subcontract any performance of this Agreement by the Contractor Key Staff without such notice shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.

- 26.2 In the event Contractor subcontracts any portion of its performance of the Agreement by the Contractor Key Staff, Contractor shall provide to County, in writing, a notice regarding such subcontract, which shall include:
- (1) The reasons for the particular subcontract;
  - (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
  - (3) A detailed description of the Work to be provided by the proposed subcontractor;
  - (4) Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
  - (5) include (i) Exhibit F (Confidentiality and Assignment Agreement), (ii) Exhibit G (Contractor's EEO Certification), (iii) Exhibit I (Safely Surrendered Baby Law), and (iii) any other standard County required provisions;
  - (6) A representation from Contractor that:
    - a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;
    - b. either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
    - c. either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor's taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Agreement; and
    - d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions of this Agreement, including those specified in Paragraphs 13 (Indemnification) and 15 (Intellectual Property Warranty and Indemnification); and
  - (7) Other pertinent information and/or certifications reasonably requested by County.
- 26.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 26.4 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.
- 26.5 Notwithstanding any other provision of this Paragraph 26, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those

which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, subcontracting of any Work under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.

26.6 Subcontracting of any Work performed by the Contractor Key Staff under the Agreement shall not waive County's right to prior and continuing approval of any or all such Contractor Key Staff pursuant to the provisions of Paragraph 3.3 (Approval of Contractor's Staff), including any subcontracted members of the Contractor Key Staff. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement.

26.7 Notwithstanding subcontracting by Contractor of any Work under this Agreement, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.

26.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 26 or a blanket consent to any further subcontracting.

## 27. RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of any Software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

## 28. MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide similar software, service levels, software models, components, goods or services under similar delivery conditions to the State of California or any county, municipality, or district of the State or to any other state, county or municipality at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 28 by review of Contractor's books and records.

## 29. RECORDS AND AUDITS

29.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent required by law. All such material shall be kept and maintained by Contractor during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within the County's borders.

- 29.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 29.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 29 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Paragraph 20 (Termination for Default).
30. **COUNTY'S QUALITY ASSURANCE PLAN**
- County, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination for Default) or Paragraph 21 (Termination for Convenience), or impose other penalties as specified in this Agreement.
31. **CONFLICT OF INTEREST**
- 31.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 31.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement which are applicable to it as a software and services provider. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of interest for it, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
32. **COMPLIANCE WITH APPLICABLE LAWS**
- 32.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 32.2 Contractor shall indemnify, defend and hold harmless County, its elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or

related to any failure by Contractor, its officers, employees, agents or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 32 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 32.3 Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in termination of this Agreement.

33. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its elected and appointed officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: ( i ) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

34. COMPLIANCE WITH CIVIL RIGHTS LAWS

- 34.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 34.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of Contractor's EEO Certification (Exhibit G).
- 34.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 34.4 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, except to the extent

necessary to comply with applicable Federal and State anti-discrimination laws and regulations.

34.5 Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:

- (1) Title VII, Civil Rights Act of 1964;
- (2) Section 504, Rehabilitation Act of 1973;
- (3) Age Discrimination Act of 1975;
- (4) Title IX, Education Amendments of 1973, as applicable; and
- (5) Title 43, Part 17, Code of Federal Regulations, Subparts A & B,

and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.

34.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.

34.7 If County finds that any of the provisions of this Paragraph 34 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

34.8 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 20 (Termination for Default).

## 35. RESTRICTIONS ON LOBBYING

### 35.1 FEDERAL FUNDS PROJECTS

If any Federal funds are to be used to pay for any portion of Contractor's work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds

provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

35.2 LOBBYIST ORDINANCE

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement.

36. EMPLOYMENT ELIGIBILITY VERIFICATION

36.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

36.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

36.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

37. CONTRACT HIRING

37.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the work set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

37.2 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that

Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, Contractor shall give County employees first priority.

37.3 PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

38. FEDERAL EARNED INCOME CREDIT

If required by applicable law, Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

39. CONTRACTOR RESPONSIBILITY AND DEBARMENT

39.1 RESPONSIBLE CONTRACTOR

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.

39.2 CHAPTER 2.202

Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on, County agreements for a specified period of time, which generally will not exceed five (5) years, although may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

39.3 NON-RESPONSIBLE CONTRACTOR

County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

39.4 CONTRACTOR HEARING BOARD

39.4.1 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

HOA.928258.2

Base Agreement



- 39.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, or his/her designee, and County's departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
- 39.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 39.4.4 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 39.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting contractor has been debarred for a period longer than five (5) years, (ii) the debarment has been in effect for at least five (5) years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 39.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

39.5 SUBCONTRACTORS OF CONTRACTOR

The terms and procedures of this Paragraph 39 shall also apply to subcontractors, consultants and partners of Contractor performing work under this Agreement.

40. FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their

authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

41. **REQUIRED CERTIFICATIONS**

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to County's Project Manager at the address set forth in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).

42. **NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

43. **CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER**

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

44. **WARRANTY AGAINST CONTINGENT FEES**

44.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

44.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

45. SAFELY SURRENDERED BABY LAW

45.1 NOTICE

As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <http://babysafela.org> for printing purposes.

45.2 ACKNOWLEDGMENT OF COMMITMENT

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

46. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

46.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service Program (hereinafter "Jury Service Program" or "Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter "County Code").

46.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

46.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 46.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

46.2.2 For purposes of this Paragraph 46, "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 46. The provisions of this Paragraph 46

shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

46.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

46.2.4 Contractor’s violation of this Paragraph 46 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

47. **CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

47.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

47.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor’s duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County’s Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

48. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County’s Child Support Services Department shall be grounds upon which the Auditor-Controller or County’s Board of Supervisors may terminate this Agreement pursuant to Paragraph 20 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 39 (Contractor Responsibility and Debarment).

49. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

49.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses who benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

49.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 49.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

50. SHRED DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Agreement must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Paragraph 29 (Records and Audits) of this Agreement are to be maintained for a period of five (5) years.

51. COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit reasonably and accurately find that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If such audit finds County's dollar liability for such work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

52. DISPUTE RESOLUTION PROCEDURE

52.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 52 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

- 52.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.
- 52.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.
- 52.4 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 52.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 52.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's Project Executive and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.
- 52.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 52.8 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 52, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 52.9 Notwithstanding the foregoing, in the event of County's infringement of Contractor's intellectual property rights under the Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 52.10 Notwithstanding any other provision of this Agreement, County's right to seek injunctive relief to enforce the provisions of Paragraph 18 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such injunctive relief has been obtained.
53. ASSIGNMENT BY COUNTY
- This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.
54. NEW TECHNOLOGY
- Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager

shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 4 (Changes Notices and Amendments).

55. NON-DISCRIMINATION IN SERVICES

55.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 55, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

55.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

56. UNLAWFUL SOLICITATION

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

57. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

58. WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any

other breach or of such provision. Failure of County or Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

59. AUTHORIZATION WARRANTY

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 4 (Changes Notices and Amendments) on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

60. VALIDITY AND SEVERABILITY

60.1 VALIDITY

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

60.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

61. NOTICES

61.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

61.2 Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.

61.3 To County, notices shall be sent to the attention of County's Project Manager and County's Project Director at the respective addresses specified in Section 1 (County Key Personnel) of Exhibit E (Administration of Agreement).



To Contractor, notices shall be sent to the attention of Contractor's Project Manager at the address specified in Section 2 (Contractor Key Personnel) of Exhibit E (Administration of Agreement), with a copy to Contractor's Project Executive.

- 61.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 61 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.3 (Approval of Contractor's Staff).

62. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

63. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

64. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement. If there is a conflict when referencing a Paragraph in this Agreement, between the Paragraph heading title and its number, the Paragraph heading title shall control.

65. FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, freight embargoes or acts of terrorism, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of the non-performing party.

66. FORMS AND PROCEDURES

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed "approved" by County for purposes of this Paragraph 66. Any new forms and procedures which materially affect Contractor's performance of this Agreement shall be subject to review and approval by County prior to use by Contractor.

67. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

- 67.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 67.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

68. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

69. NOTICE OF DELAYS

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

70. RE-SOLICITATION OF BIDS AND PROPOSALS

70.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Agreement. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

70.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

71. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 71 shall survive the expiration or other termination of this Agreement.

72. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

73. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County's Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

74. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director, County's Project Director and the Director of County's Internal Services Department, in their discretion.

75. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

76. RECYCLED PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in this project.

77. SURVIVAL

In addition to any provisions in this Agreement which specifically state that they shall survive the termination or expiration of the Agreement, the provisions in the following Paragraphs shall also survive the expiration or termination of this Agreement for any reason:

2.4 Approval of Work

9.5 County's Right to Withhold Payment

10 System Ownership and License

12 Warranties and Correction of Deficiencies

13 Indemnification

14 Insurance

15 Intellectual Property Warranty and Indemnification

16 Proprietary Considerations

17 Disclosure of Information

18 Confidentiality and Security

24 Effect of Termination

29	Records and Audits
32	Compliance with Applicable Laws
33	Fair Labor Standards
36	Employment Eligibility Verification
40	Federal Access to Records
42	No Third Party Beneficiaries
51	County Audit Settlements
57	Governing Law, Jurisdiction and Venue
50	Shred Documents
60	Validity and Severability

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IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Agreement to be effective on the day, month and year first above written.

**COUNTY OF LOS ANGELES:**  
COMMUNITY AND SENIOR SERVICES

By \_\_\_\_\_  
CYNTHIA D. BANKS  
Director

**CONTRACTOR: RTZ ASSOCIATES INC.**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
VICTORIA MANSOURIAN  
Senior Deputy County Counsel

**EXHIBIT A**  
**STATEMENT OF WORK**  
**FOR**  
**AAA SOLUTION**

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## **STATEMENT OF WORK**

### **1.0 – SCOPE OF WORK**

This Statement of Work (“SOW”) consists of tasks, subtasks, deliverables, goods, services and other Work the selected Contractor shall be required to provide under the Agreement executed as a result of the RFP.

#### **1.1 – OVERVIEW**

The County of Los Angeles (“County”), Community and Senior Services (“CSS”) Department desires to re-procure an automated Information Technology (“IT”) solution (“Solution”) to replace the existing Area Agency on Aging (“AAA”) support system. The currently installed system is called SAMS Case Management and is being supplied and maintained by Harmony Information Systems Inc. (“Harmony”). The scope of Work under the Agreement shall include, but is not limited to, hosting services, implementation, training, customizations, data migration, consumer maintenance, invoicing, reporting and service delivery tracking, all based on a Commercial Off-The-Shelf (“COTS”) software solution that is a true Web-based application, hereinafter also referred to as the “Solution”.

County is one of the largest counties in the country with over 100,000 employees, equivalent to a seventh largest state. Consequently, sizing capabilities of any software or application and quality and maintenance of the Solution are important for this project.

County prefers Web-based, mature software that is open in design and that would be highly configurable via tables by local County technical staff. Mandatory State of California, local reporting and data extraction to the CSS Data Store are also major considerations.

County will provide first level technical support (“First Level Support”). Contractor will also be required to provide initial training, data extraction, optional customizations, data migration and hosting services as part of the tasks outlined in this Statement of Work.

This will be a Contractor hosted Solution which shall include server hardware and regular software maintenance releases no less frequently than twice a year. Contractor shall supply all levels of technical support beyond County’s First Level Support. Contractor agrees to a service level agreement (“Service Level Agreement”) attached as *Exhibit D (Service Level Agreement)* to the Agreement.

All hosted and other County data shall be stored within, and can only be accessed from within, the continental United States. Additionally, Contractor shall be required to comply with County’s security requirements with respect to the County information stored on the Contractor hosted environment, as set forth in *Section 5 (Security Requirements) of Attachment A.1 (System Requirements)*.

The following requirements and specifications are attached to and form a part of this SOW:

SOW Exhibits

Attachment A.1 – System Requirements

Section 1 – Minimum Requirements

Section 2 – Business Functionality Requirements

Section 3 – System Requirements

Section 4 – Reporting Requirements

Section 5 – Security Requirements

Section 6 – County Selected Application Add-Ins (Baseline Customizations) Requirements

Attachment A.2 – System Configuration

Attachment A.3 – Baseline Application

**1.2 – PROJECT OBJECTIVES**

The general objective of this project is to implement a technology Solution that will assist in providing support for CSS, its consumers and contracted agencies for AAA services delivery, invoicing and reporting. This Statement of Work will be the basis for a Project Schedule. All Work under the Agreement shall be performed at the rates and fees set forth in the Pricing Schedule.

Contractor shall perform, complete and deliver all Work, however denoted, as set forth in this Statement of Work. Also defined herein are those Tasks and Subtasks that involve participation of both Contractor and County. Unless otherwise specified as an obligation of County, Contractor shall perform all Tasks and Subtasks and provide all Deliverables as defined herein. A Deliverable shall only be deemed complete upon County's approval and acceptance, irrespective of the number of attempts it takes Contractor to provide a successful Deliverable.

**1.3 – FACILITIES AND FURNISHED ITEMS**

County will provide First Level Support after Go-Live within the limits of the access, training and support tools provided by Contractor. A training room at CSS Headquarters will be provided by County if on-site training or if a locally based centralized WebEx training is needed and/or selected. Contractor will supply all materials not provided by County that are needed to comply with this Statement of Work and the Agreement.

**1.4 – DEFINITIONS**

The capitalized terms listed below that are used throughout this Exhibit A shall have the definitions given to such terms in this *Section 1.1 – Overview*. All other capitalized terms used in this Exhibit A without definitions shall have the meanings given to such terms in the Base Agreement.

1. **“COTS”** shall have the meaning specified in *Section 1.1 – Overview*.
2. **“Data Migration”** shall have the meaning specified in *Task 4 – Data Migration*.
3. **“Data Migration Plan”** shall have the meaning specified in *Subtask 4.1 – Develop Migration Plan*.
4. **“Data Migration Test”** shall mean the System Test conducted to test migration of data, as further specified in *Subtask 4.2 – Develop and Test Data Migration Methods*, as further specified in Section 1.4 (Definitions) of Exhibit A (Statement of Work).
5. **“Data Store”** shall mean a collection of data from various County systems, including but not limited to the Solution and Interfaced Systems.
6. **“Desired Features”** shall mean the combined features listed within the Minimum Requirements Matrix, the Desired Features Matrix, Contractor narrative response and any other Contractor RFP response documents.

8. **“Final User Acceptance Test”**; **“Final UAT”** shall mean the final System Test conducted by Users, as further specified in *Subtask 9.3 – Conduct Final User Acceptance Test*.
9. **“First Level Support”** shall mean the first level help support to be provided by County’s technical staff in response to questions and problems from users prior to the problem being reported to Contractor.
10. **“Minimum Requirements”** shall have the meaning specified in *Paragraph 1.4 (Minimum Requirements) of the body of the RFP*.
11. **“Project Plan”** shall have the meaning specified in *Subtask 1.1 – Develop Project Plan*.
12. **“System Maintenance Plan”** shall have the meaning specified in *Subtask 10.1 – Develop System Maintenance Plan*.
13. **“User Acceptance Test”**; **“UAT”** shall mean the System Test conducted by Users, as specified in *Subtask 2.3 – Develop UAT Plan and Conduct UAT*.
14. **“UAT Plan”** shall have the meaning specified in *Subtask 2.3 – Develop UAT Plan and Conduct UAT*.
15. **“Vendor”** shall have the same meaning as Contractor.
16. **“Volume Test”** shall mean the System Test for testing the Solution for handling data volumes conducted in accordance with *Subtask 7.2 – Develop and Execute Volume Test*.
17. **“Warranty Period”** shall have the meaning specified in *Subtask 9.4 – Maintain Non-Deficient Production Use*.

## **2.0 – TASKS AND DELIVERABLES**

### **TASK 1 – PROJECT ADMINISTRATION**

Contractor shall provide full project management, planning, monitoring, supervision and tracking and control of all project activities during the term of the Agreement. Contractor shall employ project management industry standards and practices in the performance of all Work.

#### **SUBTASK 1.1 – DEVELOP PROJECT PLAN**

Contractor shall review the System Requirements with County’s Project Manager. Based upon that review, Contractor shall have the primary responsibility of preparing a project plan (“Project Plan”) document and submitting it for written approval to County’s Project Manager. County shall work closely with Contractor during the preparation of the Project Plan. County shall have the final discretion in requiring an order of tasks and deliverables and/or a dependency of paid and unpaid tasks and deliverables to other paid or unpaid tasks and deliverables.

**DELIVERABLE 1.1 – PROJECT PLAN**

Contractor shall provide the Project Plan for approval, which shall, at a minimum, include the following:

1. All Work described in this Statement of Work and elsewhere in the Agreement;
2. The Project Plan developed in County-specified version of Microsoft Project (currently 2007), which shall include:
  - a. All Deliverables, including those referenced in the Pricing Schedule,
  - b. All Tasks, Subtasks, Deliverables and other Work,
  - c. Associated dependencies among Tasks, Subtasks, Deliverables and other Work,
  - d. Resources assigned to each Task, Subtask, Deliverable and other Work,
  - e. Start date and date of completion for each Task, Subtask, Deliverable and other Work,
  - f. Proposed County review period for each Deliverable,
  - g. Proposed Milestones, and
  - h. Other information reasonably required by County;
3. Identification of all Contractor Key Personnel and Contractor Key Staff;
4. A Deficiency management plan, documenting the approach to Deficiency management, including methodology, recommended tool(s) and escalation process;
5. Approach to project communications;
6. A risk management plan, documenting the approach to risk analysis (e.g., the evaluation of risks and risk interactions to assess the range of possible project outcomes), risk mitigation (e.g., the identification of ways to minimize or eliminate project risks), risk tracking/control (e.g., a method to ensure that all steps of the risk management process are being followed and, risks are being mitigated effectively) and clearly establishing a process for problem escalation, to be updated, as needed, through the term of the Agreement;
7. Initial identification of risks that may impact the timely delivery of the Solution;
8. Project staffing and resource management plan;
9. Configuration and change management plan. Changes, in this context, refer to changing the functionality of, or adding additional functionality (e.g., changes to the project scope) to, any Solution component. The approach shall ensure that the impact and rationale for each change are analyzed and coordinated prior to being approved; and
10. Deliverable Acceptance Criteria which shall be based on the terms of the resultant Agreement, including the Statement of Work and the actual tasks being competed, and shall include all documentation, whether stated in the SOW or not, that is consistent with good analytical practices, as determined by County.

Contractor shall prepare and provide to County a finalized Project Plan pursuant to *Subtask 1.1 – Develop Project Plan*). The Project Plan may be modified only if such modification has been approved in advance in writing by County's Project Manager. The Project Plan

shall be the basis for the Project Schedule, which shall be updated upon finalization of the Project Plan and shall be attached to the resultant Agreement as *Exhibit C (Project Schedule)*.

#### **SUBTASK 1.2 – PREPARE STATUS REPORTS AND CONFERENCES**

Contractor shall provide ongoing project administration, which shall include, but not be limited to, the following:

1. Monthly written Project Plan update reports;
2. Weekly status update conference; and
3. Updates to the Project Plan and the Project Schedule.

Contractor's Project Manager shall provide full project management and control of project activities. Contractor's Project Manager shall present to County's Project Manager written status reports documenting project progress, plans and outstanding issues. Contractor's Project Manager shall meet with or conduct a status update conference with County's Project Manager on a weekly basis, or as otherwise agreed to by County and Contractor, to review project status reports and any related matters. All variances shall be presented to County for approval at the status meetings. The first report shall be presented to County's Project Manager one (1) week following the Effective Date in a format approved by County. This *Subtask 1.2 – Prepare Status Reports and Conferences* shall include, but not be limited to:

1. Project planning and direction;
2. Contractor staffing and personnel matters, including management of Contractor technical staff;
3. Evaluation of results and status reporting;
4. Incorporation of County's System Requirements, including, but not limited to, all business, functional and technical requirements;
5. Incorporation of required software modification, if any; and
6. Management and tracking of all issues and their resolution.

Contractor's Project Manager and County's Project Manager shall report project status on a regular basis and shall participate in monthly status meetings. The project and reporting system shall include, but not be limited to, the following components:

1. Kick off meeting;
2. Updated Project Plan; and
3. Status reports and meetings or teleconferences.

The project status reports prepared by Contractor's Project Manager pursuant to this *Subtask 1.2* shall be used as the mechanism for Contractor to report any project risks or problems identified as part of the implementation process.

#### **DELIVERABLE 1.2 – COMPLETE STATUS REPORTS AND CONFERENCES**

Contractor's Project Manager shall prepare and present to County's Project Manager written status reports documenting project progress, plans and outstanding issues in accordance with *Subtask 1.2 – Prepare Status Reports and Conferences*). Contractor's Project Manager shall meet with or conduct a status update conference with County's Project Manager as agreed to by County and Contractor, to review project status reports and any related matters. All variances shall be presented for approval by County at the status conferences. The first

report shall be presented to County's Project Manager one (1) week following the Effective Date in a format approved by County.

## **TASK 2 – BASELINE APPLICATION IMPLEMENTATION**

Contractor, with assistance and cooperation from County's Project Manager, shall analyze and validate the System Requirements for the implementation of the Solution.

### **SUBTASK 2.1 – VALIDATE MODIFICATIONS TO CORE APPLICATION**

Contractor, with the assistance and cooperation from County's Project Manager, shall analyze and validate the Baseline Customizations selected by County to be made to the Core Application for inclusion into the Solution. Contractor shall include the timeframes for the development of the Baseline Customizations specifications, design, development, implementation and installation and specify how regression testing will be handled for future software releases of the Solution.

In addition, Contractor shall identify to County any Core Enhancements made by Contractor to the Core Application subsequent to responding to the RFP at no cost to County beyond the price of the Core Application in order to meet some of the System Requirements selected by County, including the Minimum Requirements, Security Requirements and County selected Desired Features. Contractor shall specify the timeframes for the development of the Core Enhancements specifications, design, development, implementation and installation and specify how regression testing will be handled for future software releases within the Solution.

### **DELIVERABLE 2.1 – MODIFICATIONS TO CORE APPLICATION**

Contractor shall submit a report to County's Project Manager certifying that the Baseline Customizations and Core Enhancements have been validated pursuant to *Subtask 2.1 – Validate Modifications to Core Application*, installed with documentation and applicable instructions and are operational within the Sandbox and are available for County to test.

### **SUBTASK 2.2 – DEPLOY SANDBOX**

Contractor, with assistance and cooperation from County's Project Manager, shall analyze and validate the requirements for the implementation of the Solution and complete all steps necessary to set up and configure the Server environment for the Sandbox for purposes including testing and training of County designated staff. This deployment shall include the current Core Application and any Third Party Applications. The Baseline Customizations and Baseline Interfaces shall be deployed within the Sandbox for testing pursuant to *Deliverable 1.1 – Project Plan*. The Sandbox shall, at the appropriate time, be populated with migrated data and shall be refreshed periodically as requested by County. During the Maintenance Period, the Sandbox shall be periodically refreshed to match the Production Environment as requested by County, including configuration tables and County data, in such a way that the Sandbox shall match as closely as possible the Production Environment.

### **DELIVERABLE 2.2 – DEPLOYED SANDBOX**

Contractor shall submit to County's Project Manager for approval a report, including all appropriate documentation, demonstrating that:

- The Solution is configured and deployed in the Sandbox and available to County project staff for use;

- Login instructions and passwords have been provided to County;
- Complete written manuals and other applicable documentation covering the Application Software have been issued to each County designated staff member as part of the training; and
- The Solution is tested within the Sandbox for functionality and data integrity.

**SUBTASK 2.3 – DEVELOP UAT PLAN AND CONDUCT UAT**

Contractor shall develop and complete a User Acceptance Test (“UAT”) plan (“UAT Plan”) that, at a minimum:

- Provides for County’s participation in acceptance testing as modules and tasks are completed, including but not limited to the Baseline Customizations and Core Enhancements;
- Provides for County’s participation in acceptance testing of all reports identified in [Exhibit 4 \(Mandatory State Reports\)](#) and [Exhibit 5 \(Mandatory Local Reports\)](#); and
- Provides for a Final User Acceptance Test (“Final UAT”) after certification of technical and functional readiness prior to Go-Live.

**DELIVERABLE 2.3 – UAT PLAN AND TEST COMPLETED**

Contractor shall submit to County’s Project Manager for review and approval the UAT Plan developed by Contractor pursuant to *Subtask 2.3 – Develop UAT Plan and Conduct UAT*).

**SUBTASK 2.4 – COMPLETE BASELINE APPLICATION CONFIGURATION**

Contractor shall work with County to complete all technical steps needed to deploy the Solution and the Baseline Application within the Sandbox for County’s project staff use, including the Core Application together with the Core Enhancements, Third Party Application, Baseline Customizations and Baseline Interfaces.

**DELIVERABLE 2.4 – DEPLOYED BASELINE APPLICATION**

Contractor shall submit to County’s Project Manager for approval a report, including all appropriate documentation, demonstrating that:

- The Baseline Application, including Baseline Interfaces, of the Solution is configured, deployed and available to County project staff to use for testing;
- The Solution is tested for functionality and data integrity; and
- County is able to logon to the host using County workstations and successfully use all functionality of the hosted application and the Solution within the Sandbox.

**TASK 3 – MANDATORY STATE AND LOCAL REPORTS****SUBTASK 3.1 – VALIDATE AND DEVELOP MANDATORY STATE OF CALIFORNIA REPORTS**

Contractor must incorporate into the Production Environment reports that meet all California State Required reporting requirements as part of the Solution prior to Go-Live.

The reports need to be analyzed, tested and produced in as near a Production Environment as possible. Testing must be multi-layered and run multiple times in such a way that testing is



completed, progressing in volume and difficulty up to using actual migrated County data in the Sandbox environment. Other jurisdictions redacted production data of sufficient quantity as to simulate the L.A. County volume could be used in testing leading up to use of County data.

The reports must also be run against County converted data with sufficient time (minimum 20 working days prior to Go-Live) for County validation prior to Go-Live. Any errors in the reports should be corrected within 10 days of discovery. Any errors in the reports could delay rollout until they are corrected at no additional cost to County.

State Required reports are usually of an aggregate nature, therefore County requires that these reports be formulated in such a manner that it meets all the State published specifications and the aggregate data can be drilled down in logical steps to the individual source detail information. Example(s): CSS to Contracted AAA Provider, Contracted AAA Provider to Unit, Unit to Worker, and Worker to Case. (See [Exhibit 4 \(Mandatory State Reports\)](#).)

Tasks include, but are not limited to:

- Validating that the list of reports in [Exhibit 4 \(Mandatory State Reports\)](#) meeting State of California mandatory reporting requirements is complete with the latest updates and/or additions;
- Analyzing and validating report information and structuring with the proposed Solution Data fields;
- Completing programming of all reports meeting State of California mandatory reporting requirements; and
- Completing multi-layered testing of reports including testing using complete County migrated data within the Sandbox.

### **DELIVERABLE 3.1 – MANDATORY STATE OF CALIFORNIA REPORTS COMPLETE**

Contractor shall submit to County's Project Manager for approval a report, including all appropriate documentation, that the reports meeting State of California mandatory reporting requirements are complete and are functional within the Sandbox without errors. Additionally, Contractor shall provide certification that the reports are also available within the Production Environment.

### **SUBTASK 3.2 – VALIDATE SELECTED LOCAL REPORTS**

Contractor must incorporate into the Production Environment local reports selected by County as part of the Solution prior to Go-Live.

The reports need to be analyzed, tested and produced in as near a Production Environment as possible. Testing must be multi-layered and run multiple times in such a way that testing is completed, progressing in volume and difficulty up to using actual migrated County data in the Sandbox environment.

The reports must also be run against full County converted data with sufficient time (minimum 20 working days prior to Go-Live) for County validation prior to Go-Live. Any errors in the reports should be corrected within 10 days of discovery. Any delays in correcting the errors could delay rollout until they are corrected at no additional cost to the County.

Local Reports shall include:

- Local Financial Closeout Report including parameters for User selectable Begin and End Date, as specified in [Exhibit 5 \(Mandatory Local Reports\)](#);
- Expanding Ad Hoc base extract to meet minimum data fields as specified in [Exhibit 6 \(Ad Hoc Minimum Data Fields\)](#); and
- Expanding Ad Hoc base extract to include all data fields (County Option if selected).

Tasks include, but are not limited to:

- Validating that the list of local reports is complete with the latest updates and/or additions;
- Analyzing and validating report information and structure with the proposed Solution Data fields;
- Completing programming or building of templates for local reports if needed;
- Providing report definitions including the type of data that is being displayed in the reports; and
- Completing multi-layered testing of reports including testing using complete County migrated data within the Sandbox.

### **DELIVERABLE 3.2 LOCAL REPORTS COMPLETE**

Contractor shall submit to County's Project Manager for approval a report, including all appropriate documentation, that the local reports are complete and are functional within the Sandbox without errors. Additionally, provide certification that the reports are also available within the Production Environment.

## **TASK 4 – DATA MIGRATION**

Contractor shall have the primary responsibility for the mapping, conversion and migration of Existing Data to the Solution ("Data Migration"). County's Existing Data is periodically being extracted from the Harmony SAMS Case Management system and imported into the County's Data Store. Data to be migrated includes, but is not limited to, existing history and all current data covering all contracted service provider information, consumer information, service delivery information and all supporting codes and configuration tables. The selected Contractor is expected to have experience and expertise in mapping and migrating data from the Harmony SAMS Case Management system.

### **SUBTASK 4.1 – DEVELOP MIGRATION PLAN**

As part of Data Migration, Contractor shall provide a plan for Data Migration ("Data Migration Plan"), which shall address the tasks relating to Data Migration, including but not limited to:

- Providing Data Migration Plan;
- Performing Data Migration mapping (i.e., initial mapping, Q/A with County, validation);
- Preparation of Data Migration templates;
- Facilitation of County population of Data Migration templates;

- Performing pre-Data Migration validation of data;
- Ensuring that the Solution has an index based on the Harmony SAMS Case Management consumer ID for use by the barcode scanners;
- Documentation of any Data Migration issues;
- Testing of multiple Data Migrations into the Sandbox; and
- Final Data Migration into the Production Environment immediately prior to Go-Live.

**DELIVERABLE 4.1 – DATA MIGRATION PLAN**

Contractor shall provide to County’s Project Manager for approval the Data Migration Plan developed pursuant to *Subtask 4.1 – Develop Migration Plan*).

**SUBTASK 4.2 – DEVELOP AND TEST DATA MIGRATION METHODS**

Contractor shall develop Data Migration methods and Data Migration tests including methods for migration of data by completing, at a minimum, the following tasks:

- Creation of scripts, Data Migration Test and importing of data;
- Validation of volume Data Migration Test by moving data into the Sandbox in such a way that the data can be accessed correctly for other testing; and
- Documentation of any Data Migration issues.

Contractor shall repeat these tasks as necessary until the Data Migration Test passes to the satisfaction of County.

**DELIVERABLE 4.2 – TESTED DATA MIGRATION**

Contractor shall submit to County for approval a report, including all appropriate documentation, confirming that the Data Migration Test, including testing of the volume migration test data, has successfully passed pursuant to *Subtask 4.2 – Develop and Test Data Migration Methods*.

**SUBTASK 4.3 – COMPLETE PRODUCTION DATA MIGRATION**

Contractor shall complete Data Migration to the Production Environment immediately prior to Go-Live and after Data Migration has been tested and approved pursuant to *Deliverable 4.2 – Tested Data Migration*). The Sandbox shall be loaded with the same migrated data as production for testing.

**DELIVERABLE 4.3 – PRODUCTION DATA MIGRATION**

Contractor shall submit to County for approval a report, including all appropriate documentation, confirming that the Data Migration to the Production Environment has been completed and that the data in Sandbox matches production.

**TASK 5 – SOLUTION DATA EXTRACTION**

Contractor shall complete all preparations and volume testing of the Solution Data extraction to the County Data Store.

**SUBTASK 5.1 – SET-UP SOLUTION DATA EXTRACTION**

Periodic extraction of the Solution Data shall be set up pursuant to the technical parameters outlined in [Exhibit 8 \(Data Store Extraction Specifications\)](#).

This task shall include, but not be limited to:

- Working closely with County’s technical staff in selecting the best County options for the extraction and subsequent transmission and receipt by County including the preferred mirrored access site functionality;
- Completing a volume test that would simulate (or use County converted data) County volume of extraction;
- Testing the extraction through to County receipt and validating that data is received by County against the source of the extraction;
- Automated and scripted data extractions in such a manner as to preclude human error from delaying or corrupting the data through incorrect procedure; and
- Volume testing of time to download data that considers growth projections for the entire term of the resultant Agreement.

**DELIVERABLE 5.1 – SOLUTION DATA EXTRACTION FUNCTIONAL**

Contractor shall submit to County’s Project Manager for approval a report, including volume test results and required documentation, certifying that the Data Store extraction has been successfully setup and is consistent with the applicable requirements pursuant to *Subtask 5.1 – Set-Up Solution Data Extraction*).

**TASK 6 – BASELINE INTERFACES**

County Community and Senior Centers use a service delivery tracking system within their operations called “My Senior Center”, supplied and supported by Xavus Solutions LLC (“Xavus”). One of the goals of this *Task 6 – Baseline Interfaces* is to establish the best method of interfacing with the Solution to exchange consumers by using the appropriate identifying information and then importing to the Solution AAA services delivered and recorded within the “My Senior Center” system. Both the Solution and the “My Senior Center” system will use the same consumer identification card referenced in [Exhibit 1 \(County AAA Code 39 ID Scan Card\)](#).

Additionally, County may select the option to include the remote memory scanning of services as a Baseline Customization as referenced in *Exhibit 2 (Remote Memory Scanner Specifications)*. If selected, then the interfacing of the remote memory scanner shall be included in *Subtask 6.2 – Establish Method and Test AAA Import of Services Delivery*.

**SUBTASK 6.1 – ESTABLISH METHOD AND TEST CONSUMER EXPORT**

Contractor shall on a periodic basis, as specified by County, export consumers and their basic demographics for import to County’s Community and Senior Center application. This task shall include, but not be limited to:

- Including the County Code 39 barcode identification number that the Solution must use for barcode scanning purposes;
- Working with County’s technical staff, identifying the best means by which to complete the export and import of new consumer records. The method must be an automated

solution that is acceptable to County which may include a direct interface, automated script or selectable export template; and

- Exporting of consumer records as an ongoing operation throughout the Maintenance Period for the purposes including the updating the Community and Senior Centers with new consumers.

#### **DELIVERABLE 6.1 – PERIODIC CONSUMER EXPORT FUNCTIONAL**

Contractor shall provide to County for approval a report with the appropriate documentation that the consumer export method has been established and that the appropriate testing has been completed. Contractor shall demonstrate the import functionality to County in such a way that County can validate the functionality prior to approval of this Deliverable by testing within the Sandbox. Additionally, Contractor shall warrant that the tested methods and processes have been added to the Production Environment and are supported through the Maintenance Period.

#### **SUBTASK 6.2 – ESTABLISH METHOD AND TEST AAA IMPORT OF SERVICES DELIVERY**

Contractor shall establish a method for importing AAA services from the “My Senior Center” system and, if selected, the remote memory scanner captured service deliveries into the Solution. Additionally, if the remote memory scanner option is selected, that process shall also be included in the Solution, as referenced in [Exhibit 2 \(Remote Memory Scanner Specifications\)](#). This task shall include, but not be limited to:

- Importing to include the County Code 39 barcode identification number that the Solution must use for barcode scanning purposes;
- Working with County’s technical staff, identifying the best means by which to complete the import of AAA service deliveries from the “My Senior Center” system. The method must be an automated solution that is acceptable to County which may include a direct interface, automated script, menu selection or some other appropriate method;
- If County option of collecting AAA services via the remote memory scanner is selected, then a direct interface shall be established within the Solution to receive the AAA services recorded in the remote memory scanner and, if appropriate, clear the remote scanner once receipt is validated; and
- AAA service delivery records to be imported to the Solution as an ongoing operation throughout the Maintenance Period for both the My Senior Center and the optional remote memory scanner.

#### **DELIVERABLE 6.2 – AAA IMPORT OF SERVICE DELIVERY FUNCTIONAL**

Contractor shall provide to County for approval a report with appropriate documentation that the import method has been established and that appropriate testing has been completed in accordance with *Subtask 6.2 – Establish Method and Test AAA Import of Services Delivery*. Contractor shall demonstrate the import functionality to County in order for County to validate the functionality prior to approval of this deliverable by testing within the Sandbox. Additionally, Contractor shall warrant that the tested methods and processes have been added to the Production Environment and are supported through the Maintenance Period.

**TASK 7 - RESPONSE TIME BASELINE AND VOLUME TEST****SUBTASK 7.1 – ESTABLISH RESPONSE TIME BASELINE AND METHOD**

Contractor, with County approval, shall establish a transaction Response Time method by which County can directly monitor the Response Time of the Solution. County will determine the baseline, based on Contractor input, County experience with the Solution and Response Time data collected via established methods.

Response Time monitoring method(s) must be established and in place prior to any Volume Tests so that those tests can be monitored for Response Time. Contractor shall work closely with County in establishing a baseline and method. Response Time Baseline and method shall include, but not be limited, to Contractor's bandwidth, bandwidth speed and hosted Solution.

Response Time measurements shall include, but not be limited to, separate measures for:

- Data Extract downloads;
- Standard add, edit, screens;
- Standard predefined reports;
- Ad Hoc reports; and
- State mandated reports.

Contractor will be responsible for maintaining a hosted Response Time that does not restrict or delay County operations while using the Web-based Solution.

County will revisit Response Time Baseline from time to time as required to ensure that the hosted Solution does not restrict or delay County operations.

**DELIVERABLE 7.1 – RESPONSE TIME METHOD AND BASELINE ESTABLISHED**

Contractor shall present to County for approval a report pursuant to *Subtask 7.1 – Establish Response Time Baseline and Method* for County to monitor. County criteria for acceptable Response Time will be established by comparing Contractor Response Time Baseline measurements and history against the actual County business environment where the expectation is that the System waits for the user as opposed to the user waiting for the System.

Contractor will train County in the agreed upon method of Response Time monitoring. County will apply the above concept of system waiting for user to the initial acceptance of this *Deliverable 7.1 – Response Time Method and Baseline Established*. County will monitor and revisit Response Time as needed.

**SUBTASK 7.2 – DEVELOP AND EXECUTE VOLUME TEST**

Contractor, with assistance and cooperation from County's Project Manager, shall analyze and validate the requirements for the implementation of the Solution and complete all steps necessary to configure the Solution in its host environment. This includes, but is not limited to:

- Estimating traffic, sizing and volume testing of the configuration;

- Analyzing the effects of access to reporting tools and running reports from the System at the same time as data entry is taking place; and
- Employing various methods for load balancing between User entry and access vs. User reporting tasks.

**DELIVERABLE 7.2 – VOLUME TEST COMPLETED**

Contractor shall submit to County's Project Manager for approval a report, including all appropriate documentation, demonstrating that, pursuant to *Subtask 7.2 – Develop and Execute Volume Test*:

- The Solution Volume Test(s) have achieved successful results, in summary and detail;
- Any necessary corrective actions that were taken to achieve successful volume testing; and
- The Solution integration between the Application Software and all other components is established and functional.

**TASK 8 – SYSTEM TRAINING**

Training is a key element in system implementation and also can be resource intensive. Contractor shall be required to provide System Training as described in the following sections and subtasks of this *Task 8 – System Training* below. It is at the sole discretion of County which training options will be selected from *Section 8.1 – County Discretionary Training Options* below. County will carefully review input from Contractor in the RFP response with respect to pros and cons relating to the proposed Solution and the various training methods.

**8.1 – COUNTY DISCRETIONARY TRAINING OPTIONS**

Contractor shall be required to provide one of the following methods of training at the sole discretion of County:

- a. On-Site Training: Contractor will conduct training on the use of all features of the proposed Solution at the CSS Headquarters training room. Contractor shall provide all training materials, including printed manuals, for each trainee;
- b. Online Training: Contractor will train CSS technical staff and Solution Users utilizing WebEx administered by Contractor, online user interactive method and/or other recognized standard training methods. Contractor shall provide all training materials, including printed manuals, for each trainee;
- c. Hybrid Training: Contractor will complete WebEx type online training covering training in *Section 8.2 – Training General Specifications* then have questions submitted. Contractor shall provide all training materials, including printed manuals, for each trainee. Contractor would then provide two (2) On-Site identical group presentations to answer questions, reinforce training and, if appropriate, go over new features of Baseline Customizations selected by County. Presentation handouts would include written responses to questions and as appropriate, screen captures and other training material to clarify actions being described; or
- d. Proposer Option Training: Contractor shall suggest another training option for County consideration based on their experience in implementing training in large jurisdictions

that can be equated to County. It is up to Contractor to justify why the proposed training would be in the best interests of County and specifically where, when and why this option has been successful. At a minimum, this training option must incorporate the training specifications outlined in *Section 8.2 – Training General Specifications*. Contractor shall provide all training materials, including printed manuals, for each trainee.

## **8.2 – TRAINING GENERAL SPECIFICATIONS**

Contractor shall provide knowledgeable trainers in both the Solution and AAA services and management. Contractor shall provide individual printed manuals for each student at the time of training, customized to the different types of classes, as appropriate.

Scenarios for class exercises shall also be in printed form as step by step instructions with screen captures to enable students to redo the exercises after training, with the exception of overviews. Additionally, the Solution shall provide high quality step-by-step video tutorials that can be accessed for the term of the resultant Agreement at no additional costs.

Training shall also consider that County may be moving from one automated system to a new one and, therefore, to be most effective, should include training methods that highlight the differences between the existing system and the new system. County expects that the successful Contractor to this RFP already has, or would acquire, the expertise of both systems to ease County's transition to the new system.

There will be three types of classes:

- a. The general User which includes general consumer maintenance and service delivery functionality;
- b. The User invoicing and reporting (half day each); and
- c. The CSS technical staff that will be handling First Level Support.

Contractor is expected to allocate at least an equivalent of one (1) full day of training for each of the above groups. Unless otherwise agreed to by County, each training session must be offered a minimum of two (2) times. (Example: if a User was a technical staff member and also did reporting and invoicing as well as consumer maintenance and service delivery, then such User could potentially have the equivalent of three (3) full days of training.)

For on-site training conducted at CSS Administrative Headquarters, students will be at a ratio of one to one with the laptops provided by County. There will also be provided a trainer laptop and a projector for the classroom.

Contractor shall incorporate into all training options the concept that County or other agent may be conducting training for new or changing County staff or contracted agencies in the future. Consequently, source training materials, handouts, manuals, WebEx type video and/or other recorded presentations shall be turned over to County for that on-going purpose for the term of the resultant Agreement prior to Final Acceptance of the Solution.

Training population is estimated at:

- Eighty (80) County staff;
- Fifty (50) Contracted Service Providers; and
- Eight (8) County Technical Helpdesk Support Staff.



The tasks relating to System Training shall include, but not be limited to:

- Completion of a Training Plan;
- Completion of training scenarios;
- Class scheduling that ends prior to Go-Live;
- Working closely with County staff to maximize effectiveness of the training; and
- Administering proficiency tests.

#### **SUBTASK 8.1 – DEVELOP TRAINING PLAN**

Contractor shall develop and provide to County a Training Plan for System Training that shall include all training tasks associated with this project, including training of Users, County technical support and other staff designated by County, as described in this *Task 8* above, including *Section 8.1 – County Discretionary Training Options* and *Section 8.2 – Training General Specifications*.

#### **DELIVERABLE – 8.1 TRAINING PLAN**

Contractor shall submit to County’s Project Manager for approval the Training Plan developed pursuant to *Subtask 8.1 – Develop Training Plan*.

#### **SUBTASK 8.2 – DEVELOP TRAINING SCENARIOS**

Contractor shall develop training scenarios for use in training delivery, which shall, at a minimum:

- Cover all Solution functionality;
- Be constructed in a manner that can also be used by individual Users in the Sandbox;
- Follow a logical progression of User tasks, including the entire lifecycle of consumers, services delivery, service recording, invoicing, standard reporting, ad hoc reporting and regular User administrative tasks;
- Include separate scenarios for technical staff covering, configuration, administrative, ad hoc reporting and First Level Support tasks; and
- Include appropriate documentation and source material in such a way that the scenarios can be reusable by County for future training of new or replacement staff.

#### **DELIVERABLE 8.2 – TRAINING SCENARIOS**

Contractor shall submit to County’s Project Manager for approval a report that includes the printed and electronic training scenarios, together with notification of how to access such training scenarios, developed pursuant to *Subtask 8.2 – Develop Training Scenarios*.

#### **SUBTASK 8.3 – CONDUCT PRODUCTION TRAINING**

Contractor shall conduct and complete the User and technical staff training prior to the Go-Live Date. Such training shall include, but not be limited to:

- i. Hands-on classroom training, WebEx lead training and/or other training as agreed to in the Training Plan. All training options must include sign-in sheets and proficiency tests and results in paper or electronic format, as appropriate;

- ii. Updating and correcting training scenarios and documentation; and
- iii. Providing to each student a printed user manual that, at a minimum, includes:
  - a. Step by step guides customized for County;
  - b. Screen captures;
  - c. Differential handouts that highlight the differences between the existing and new systems, menu locations, functionality, reporting etc.; and
  - d. Detailed documentation sufficient to independently replicate the training scenarios in the Sandbox.

Any Deficiencies discovered by Contractor or County during the process of training shall be documented by Contractor and fixed prior to Go-Live or Final System Acceptance, as determined by County's Project Manager.

### **DELIVERABLE 8.3 – COMPLETED PRODUCTION TRAINING**

Contractor shall submit to County's Project Manager for approval a report that certifies that the Solution production training has been completed. The report shall, at a minimum include:

- All staff sign-in sheets for all classes of training conducted pursuant to *Subtask 8.3 – Conduct Production Training*;
- Updated training scenarios with documentation and copies of individual user manuals in printed and electronic form, as appropriate; and
- A listing of Deficiencies, including the corrective action status, dates and fixes identified to date, including those identified by County or Contractor during training.

This *Deliverable 8.3 – Completed Production Training* must be completed prior to Go-Live and shall not interfere with the Final UAT.

### **TASK 9 – SYSTEM PRODUCTION**

Contractor shall make the Solution ready for Production Use by County, completing the technical, functional and testing activities specified in this *Task 9 – System Production* below.

#### **SUBTASK 9.1 – ACHIEVE TECHNICAL READINESS**

Contractor shall complete all tasks to ensure technical readiness, at a minimum, by completing the following tasks:

- Analyzing County volumes;
- Ensuring that network infrastructure and central processing are in place to handle the load from County Users;
- Developing a mock Volume Test to enable County to simulate transactions against Contractor's host to reveal any bottle necks either locally or at the host site;
- Developing formal Disaster Recovery Plan that includes an alternate backup / disaster recovery site; and
- Performing site security review.

**DELIVERABLE 9.1 – TECHNICAL READINESS**

Contractor shall submit to County’s Project Manager for approval a report that includes the formal Disaster Recovery Plan and a certification of completion of technical readiness to proceed to Production Use pursuant to *Subtask 9.1 – Achieve Technical Readiness*. The report shall include mock volume test results with appropriate documentation and submission of the Disaster Recovery Plan and site security documentation. Contractor shall meet all security requirements specified in Attachment A.1 (System Requirements), as supplemented by its response to the RFP in *Exhibit 3 (Security Requirements) to Appendix C (Requirements and Response Documents)*.

**SUBTASK 9.2 – ACHIEVE FUNCTIONAL READINESS**

Contractor shall complete all tasks to ensure functional readiness of the Solution. County will participate in the testing of functional readiness. Contractor shall review the entire Solution from a functional perspective, including, but not limited to, functional Deficiencies and System Maintenance as specified in the *Exhibit D (Service Level Agreement) to Appendix A (Required Agreement)*, including Maintenance Services and Support Services.

**DELIVERABLE 9.2 – FUNCTIONAL READINESS**

Contractor shall submit to County’s Project Manager for approval a report certifying functional readiness of the Solution to move to Final User Acceptance Test in accordance with *Subtask 9.2 – Achieve Functional Readiness*.

**SUBTASK 9.3 – CONDUCT FINAL USER ACCEPTANCE TEST**

Contractor shall complete all support tasks to ensure that County’s Final User Acceptance Test is completed and passed to the satisfaction of County. County will jointly with Contractor participate in the testing of the Solution in accordance with the UAT Plan. According to the UAT Plan, sufficient time shall be allocated for testing and retesting after *Deliverable 9.1 – Technical Readiness* and *Deliverable 9.2 – Functional Readiness* are submitted and approved by County. The list of Deficiencies shall be reviewed with special attention to any Deficiencies that are unresolved. Any unresolved Deficiencies shall be updated with current status, timeframe for resolution and other appropriate notes.

**DELIVERABLE 9.3 – GO-LIVE**

Following completion by Contractor and approval by County of *Deliverable 9.1 – Technical Readiness* and *Deliverable 9.2 – Functional Readiness*, Contractor shall submit to County’s Project Manager for approval a report certifying that Final User Acceptance Test has been completed and the Solution is ready for Production Use pursuant to *Subtask 9.3 – Conduct Final User Acceptance Test*.

The Deficiency list shall be submitted with the certification. County, in its sole discretion, shall determine if any unresolved Deficiencies individually or cumulatively are critical to prevent the Solution from achieving Go-Live. County, in its sole discretion, upon successful completion of this *Deliverable 9.3 – Go-Live*, specify the Go-Live Date.

**SUBTASK 9.4 – MAINTAIN NON-DEFICIENT PRODUCTION USE**

Contractor shall bring the System on-line in Production Use and operate it in the Production Environment for a minimum of forty-five (45) consecutive days from Go-Live without Priority Level 1 or Priority Level 2 Major Deficiency (“Warranty Period”). Upon occurrence

of a Major Deficiency, Contractor shall correct such Deficiency by re-performance pursuant to, and subject to the applicable provisions of, the Agreement including the Service Level Agreement. Contractor shall correct all Major Deficiencies identified during such 45-day period, even if the last correction occurs after such 45-day period. Occurrence of a Major Deficiency shall restart the 45-day consecutive cycle following identification and correction of such Deficiency. At County's sole discretion, the 45-day period may restart without final correction if there is some extraordinary situation that warrants that action. The Warranty Period shall continue until the System has successfully undergone a consecutive 45-day day cycle with no Major Deficiencies.

Contractor shall provide a log of all Deficiencies identified during such Production Use together with the solutions and correction timetables that shall include all Deficiencies still outstanding since the project start and all Deficiencies identified since Go-Live with appropriate status notations, indicating closing dates and resolution or if they are outstanding when they will be resolved.

#### **DELIVERABLE 9.4 – FINAL ACCEPTANCE**

Contractor shall submit to County's Project Manager for approval a report certifying that the Solution has been in Production Use for at least forty-five (45) consecutive days without Major Deficiencies and that all other Deficiencies discovered during such 45-day period have been corrected, as specified in *Subtask 9.4 – Maintain Non-Deficient Production Use*. The report shall include documentation of all Deficiencies documented during the Warranty Period and a timetable for the correction of each such Deficiency in accordance with applicable standards for correcting such Deficiencies, as specified in the Agreement, including *Exhibit D (Service Level Agreement) to Appendix A (Required Agreement)* hereafter referred to as "SLA".

### **TASK 10 – SYSTEM MAINTENANCE**

#### **SUBTASK 10.1 – DEVELOP SYSTEM MAINTENANCE PLAN**

Contractor shall work in conjunction with County staff to develop a plan for System Maintenance ("System Maintenance Plan"), including Maintenance Services and Support Services, to be provided by Contractor in accordance with the Service Level Agreement. The System Maintenance Plan shall address, at a minimum, the following System Maintenance services:

- *BACKUP AND DISASTER RECOVERY;*
- Service levels;
- Performance monitoring;
- Software Enhancements and Software Updates;
- Hardware Upgrades; and
- Process for Optional Work.

#### **DELIVERABLE 10.1 – PROVIDE SYSTEM MAINTENANCE PLAN**

Contractor shall provide to County for approval the System Maintenance Plan developed in accordance with *Subtask 10.1 – Develop System Maintenance Plan*).

**SUBTASK 10.2 – IMPLEMENT AND PROVIDE SYSTEM MAINTENANCE**

Contractor shall work jointly with the County to implement System Maintenance services, including Maintenance Services and Support Services, pursuant to the System Maintenance Plan.

Contractor shall provide System Maintenance, including Maintenance Services and Support Services, in accordance with the Service Level Agreement.

If a problem can be resolved based on the technical training and materials provided by Contractor, then County's technical staff will use reasonable efforts to resolve such problem prior to contacting Contractor. If County's technical staff is unable to resolve the problem or if County determines that there is the problem resulting from the Solution provided by Contractor, then the problem will be escalated by County to Contractor as a Deficiency for resolution, subject to remedies for Contractor's failure to timely resolve the problem.

The Sandbox shall be maintained by Contractor in accordance with the terms of the resultant Agreement for the term of the Agreement, as further described in the Service Level Agreement.

During the Maintenance Period, the Sandbox shall be periodically refreshed to match the Production Environment as requested by County (including configuration tables and County data, in such a way that the Sandbox will match as closely as possible the Production Environment).

Contractor shall provide updates or additions to the Solution as it relates to all reports that meet the State of California mandatory reporting requirements for the term of the resultant Agreement as part of System Maintenance, including reference table values that shall mirror CDA guidelines regarding report values. Contractor is required to establish and maintain a working relationship with California Department of Aging in such a way that the CDA's updates or additions to mandatory reports will be worked on in a parallel timeframe by Contractor in developing updated report output for the Solution. At a minimum, Contractor shall meet any State of California deadlines for implementation in the Solution of any mandatory reporting updates.

All RFP Minimum Requirements are to be maintained as a part of System Maintenance for the entire term of the resultant Agreement.

**DELIVERABLE 10.2 – SYSTEM MAINTENANCE**

Contractor shall provide System Maintenance, including Maintenance Services and Support Services, commencing upon Go-Live in accordance with *Subtask 10.2 – Implement and Provide System Maintenance*).

System Maintenance shall include without limitation:

- Providing and maintaining Server Hardware, including Hardware Upgrades and networking components;
- Monitoring of security and network activity and maintenance of Web services;
- Providing and maintaining Solution Software, including Server Software and Application Software consisting of Server Application and Client Application;
- Providing Updates to Solution Software including Server Software and Application, as appropriate;

- Providing updates or additions to all reports meeting State of California mandatory reporting requirements, formats and associated reference table values for the entire term of the resultant Agreement and meeting any State of California deadlines for implementation of those updates or additions; and
- Providing immediate corrective action to any activities and/or tasks that are not in compliance with RFP Minimum Requirements.

**TASK 11 – OPTIONAL WORK****SUBTASK 11.1 – PROVIDE OPTIONAL WORK**

Following Go-Live, County may from time to time, during the term of the resultant Agreement, submit to Contractor written requests for Optional Work using Pool Dollars, including Application Modifications consisting of Software Modifications and/or Additional Software, Professional Services consisting of Consulting Services and/or Additional Training, and Additional Products. Following County's request for Optional Work, Contractor shall submit to County for approval a proposed Scope of Work for such Optional Work and a not-to-exceed Maximum Fixed Price calculated, as applicable, based on the Fixed Hourly Rate and a pass-through cost for Additional Products of third parties. Contractor shall also submit an estimation of personnel hours required to complete the Optional Work. County and Contractor shall agree on the Scope of Work for the tasks and deliverables to be performed, the goods to be delivered and the Maximum Fixed Price for such Optional Work.

**DELIVERABLE 11.1 – OPTIONAL WORK**

Upon County's request for, and the parties' agreement on, the Scope of Work and the Maximum Fixed Price, Contractor shall provide to County Optional Work in accordance with *Subtask 11.1 – Provide Optional Work*) and certify in writing that the Optional Work meets the requirements of the applicable Scope of Work, the Agreement including the *Statement of Work* and the Service Level Agreement, and applicable industry standards.

Any Application Modifications and any products of Professional Services, once provided, shall become part of, and be deemed, the Solution. Furthermore, any enhancements and/or modifications to System Requirements resulting from any Optional Work shall be incorporated into, and become part of, the System Requirements and the Solution.

**SOW EXHIBITS**

[Exhibit 1 – County AAA Code 39 ID Scan Card](#)

[Exhibit 2 – Remote Memory Scanner Specifications](#)

[Exhibit 3 – Invoicing Specifications](#)

[Exhibit 4 – Mandatory State Reports](#)

[Exhibit 5 – Mandatory Local Reports](#)

[Exhibit 6 – Ad Hoc Minimum Data Fields](#)

[Exhibit 7 – Current volume of AAA history in Data Store](#)

[Exhibit 8 – Data Store Extraction Specifications](#)

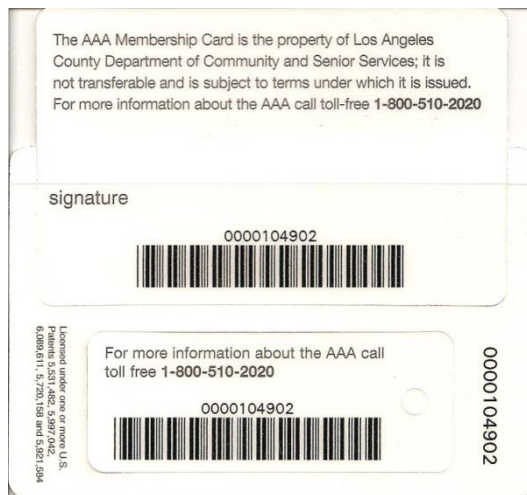
**EXHIBIT 1**  
**COUNTY AAA CODE 39 ID SCAN CARD**

County of Los Angeles Code 39 AAA membership card, for consumer ID scanning use.

- It is a Minimum Requirement of the Solution that the below ID Scan Card and the Code 39 number be used to identify consumers to the Solution. The Solution shall link the ID Scan Card as a primary index to the Solution's other existing primary index for consumers.
- Additionally the cards ID number will be used to identify consumers for importing services from the remote memory scanner if that option is selected by County. See Exhibit 2 (Remote Memory Scanner Specifications).
- Solution shall include County maintenance features in such a way that if an ID Scan Card is lost or stolen, then another new ID Scan Card can be issued and the existing Solution consumer record updated with the new card number.



Front

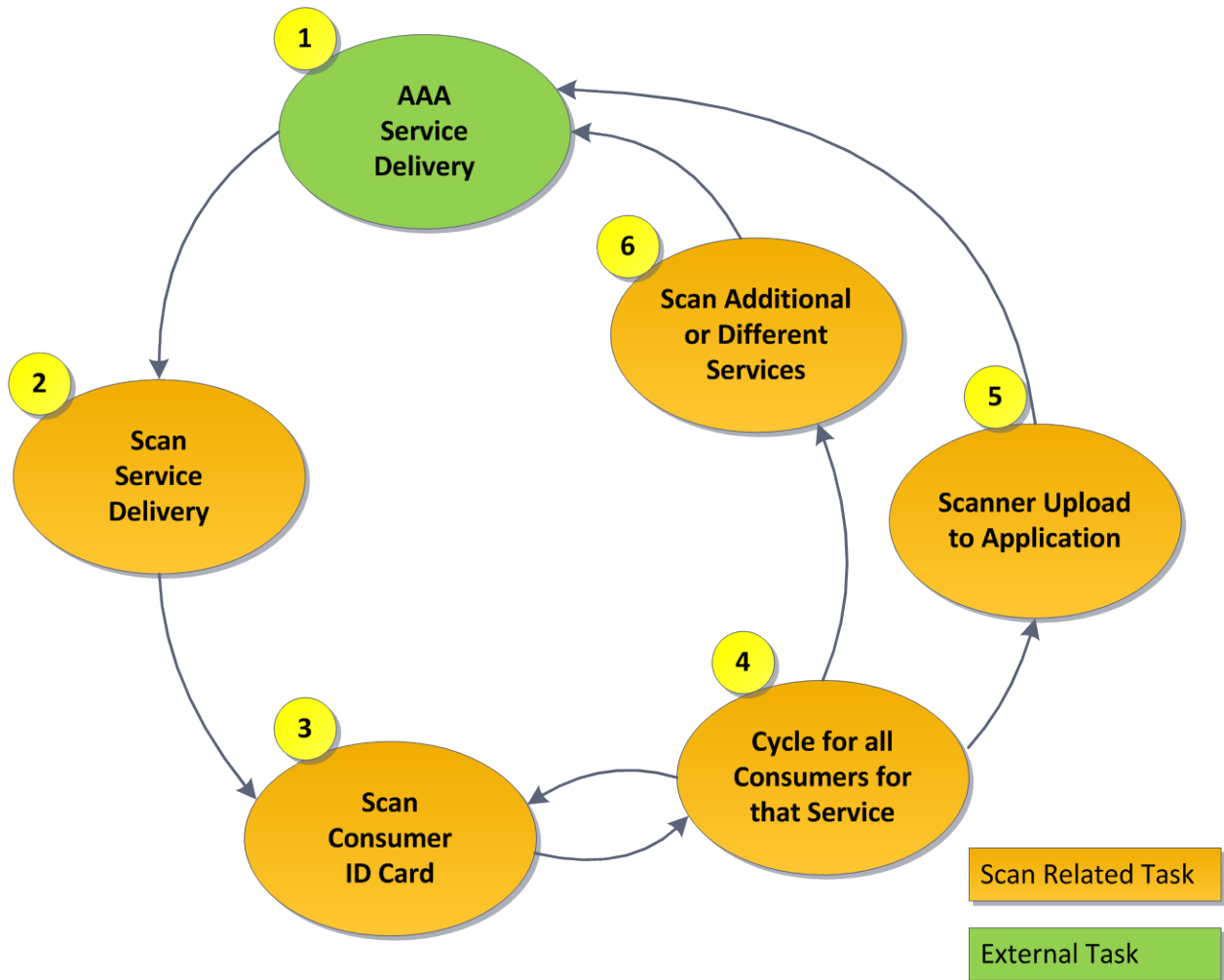


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**EXHIBIT 2**  
**REMOTE MEMORY SCANNER SPECIFICATIONS**

**Remote Scanner Cycle – Service Delivery and Upload**  
(import delivery of services, dates with consumers to the Solution.)



**Cycle Description**

1. AAA service delivery provided per normal processes.
2. The Opticon OPN 2001 portable memory scanner would be used to scan the appropriate service delivery from a printed Code 39 barcode list of AAA Services. This basically will tell the upload application what services follow within the scanner. Contractor should provide a method for the Solution to print AAA Services with a Code 39 index to such services.
3. Scan the consumer ID card (See [Exhibit 1 \(County AAA Code 39 ID Scan Card\)](#)). This will list the consumer via the Code 39 ID within the scanner, with a date.
4. Scanning of consumers will continue for this same service without having to rescan the service delivery code. In other words, all consumers that are scanned after a service delivery code is scanned are for the same service delivery code.

Once the consumers for that service delivery code are scanned, there is an option of uploading the scanned services to the Solution (step 5 below) or scanning a different service delivery code (step 6 below) and continuing thru Steps 1 thru 4 again.

5. There is an option of uploading the scanned service delivery with the consumers to the application Solution import feature (Contractor provided) or continuing directly to step 6.
6. The Opticon OPN 2001 scanner holds thousands of scans in memory, enabling scanning of additional services by scanning a different service code or continuing to scan the same service on a different day or time.

Example: One is providing congregate meals for lunch for 105 consumers that have been issued the required barcoded ID card. To record those services to the Solution one would:

- Deliver the AAA service of congregate meals.
- Scan the correct congregate meal barcode.
- Scan consumers barcode ID card.
- Cycle through and scan all 105 consumers receiving this service.
- Upload using the Contractor provided import / interface to the Solution.
- Or continue scanning other services and upload service delivery to the Solution later.

**OPTICON SPECIFICATIONS**

*OPTICON OPN 2001 DATA COLLECTOR SCANNER*

Opticon specifications and further information on the Opticon OPN 2001 can be accessed from the official company website at: [www.opticonusa.com](http://www.opticonusa.com) Phone: 800-636-0090

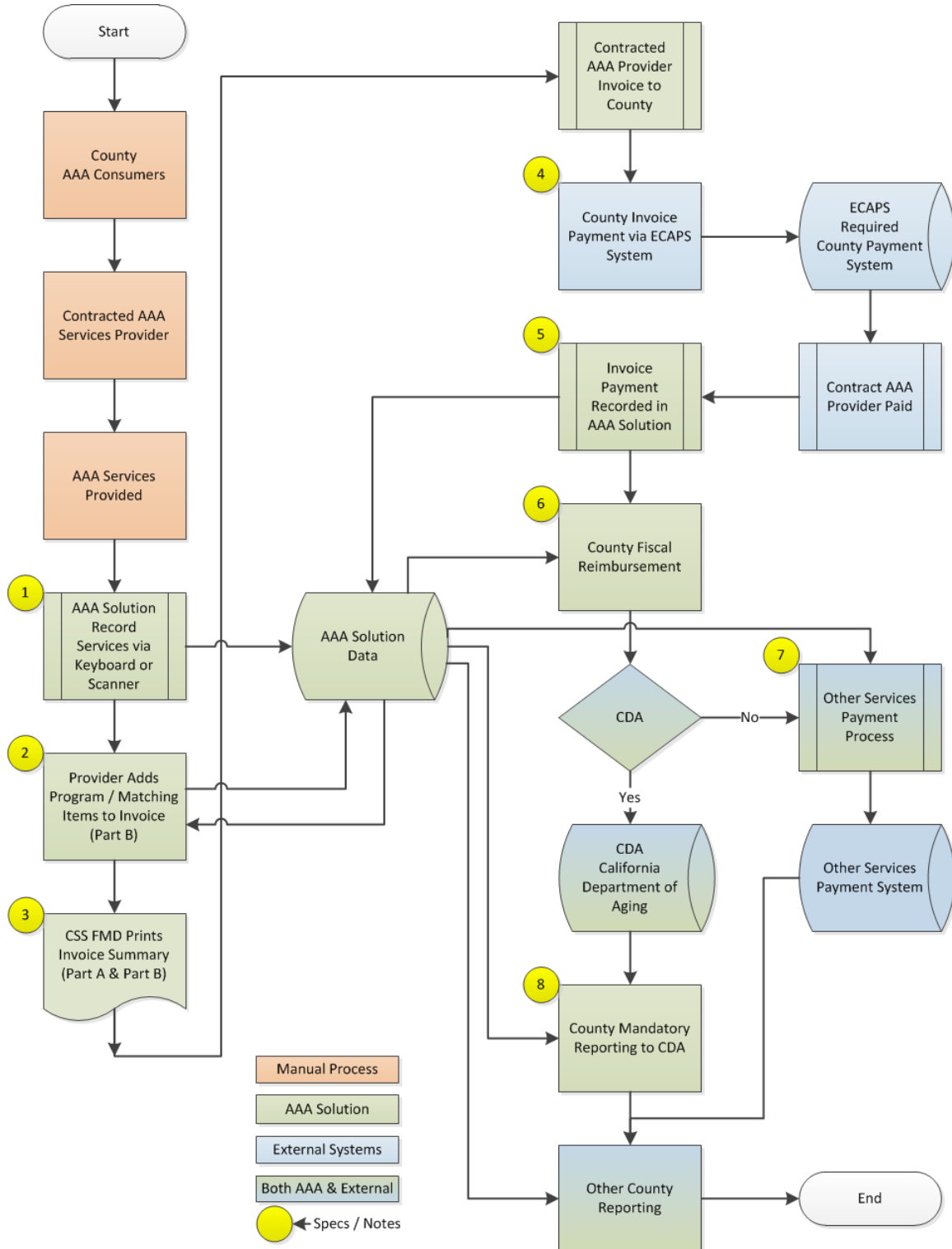
EMAIL: [support@opticonusa.com](mailto:support@opticonusa.com)



**EXHIBIT 3**

**INVOICING SPECIFICATIONS**

**General BUSINESS Flow**



**Specifications and Notes**

1. This process is where AAA service deliveries are recorded into the Solution. This includes standard keyboard entry, the Minimum Requirement of using County Code 39 ID card and the County option to select the remote memory scanner as and additional method. See [Exhibit 2 \(Remote Memory Scanner Specifications\)](#).
2. Invoicing of AAA services provided is directly related to those services recorded within the Solution (Invoice Part A). Additionally, the California Department of Aging (CDA) requires that County capture program and matching items as well. Therefore, County is requiring the Solution to capture this CDA mandatory information. This is presented within this Exhibit as Invoice Part B with appropriate data fields and a possible layout. The layout can differ providing the user is presented with a 'grid' type data entry, not individual line item by item entry, save, add more etc. The data fields are required. See Invoice Part A and Part B later in this Exhibit.
3. For Invoice Summary Part A and Part B, see following sections within this [Exhibit 3 \(Invoicing Specifications\)](#) and additionally see [Exhibit 5 \(Mandatory Local Reports\)](#).
4. All County departments are required to use "ECAPS" as the invoice payment system. The Part A header includes the data elements that are needed by the ECAPS system in speeding the ECAPS processing.
5. Once an Invoice is paid via ECAPS, the payment is recorded within the Solution.
6. The CSS Financial Management Section is responsible for fiscal reimbursement from the CDA. See Exhibit 4 (Mandatory State Reports). There may be other related reports in Exhibit 5 (Mandatory Local Reports).
7. The Solution must allow CSS to define "Other Services" that may not be CDA funded and/or reported. CSS must have the capability within the Solution of extracting those services and then requesting reimbursement from sources other than CDA. This includes, but is not limited to, grants federal or private, local resources and any other funding sources.
8. The CSS Research and Statistics Section is responsible for all CDA statistical reporting. The Solution shall support County reporting to the CDA in the form and format specified by the CDA. Mandatory reports, both fiscal and statistical, are required to be maintained as part of the maintenance of the Solution for the term of the resultant Agreement. See [Exhibit 4 \(Mandatory State Reports\)](#).

AREA AGENCY ON AGING

## MONTHLY CASH REQUEST INVOICE

Agency			CSS STAFF USE ONLY		
Address			CMD Review /Approval		Date
City	State	Zip	FMD Review		Date
Contract No.	Program		FMD Approval		Date
Invoice No.		Invoice Date	Amount Paid	Enc. No.	
Report Period		Vendor Code.			

---

PART A

(A) Service	(B) Dept. Obj	(C) Units	(D) Rate	(E) Current Month Expenditure	(F) Budget	(G) Year To- Date Expe.	(H) Remaining Balance
TOTAL							

I certify that the information in this report is true to the best of my knowledge. All payroll taxes required by law to date have been paid. Supporting fiscal and program documentation developed in accordance with all generally accepted accounting principles and contract terms are available for review.

### **FMD Invoice Summary PART A Definitions**

- **Agency:** Name of agency as it appears on the contract.
- **Address:** Agency's full address.
- **Contract No:** Contract Number as it appears on the executed contract.
- **Program:** Name of the program as on the executed contract.
- **Invoice No.** The Solution invoice number.
- **Invoice Date:** The date the invoice submitted to CSS, Not the date originated.
- **Report Period:** The month service rendered.
- **Vendor Code:** Agency's Vendor- code as it appears on eCAPS
- **CMD Review/Approval:** CMD staff reviewer and approval
  - **Date:** Date invoice reviewed/approved by CMD.
- **FMD Review:** Financial Mgmt. Division staff reviewer
  - **Date:** Date invoice reviewed by FMD staff.
- **FMD Approval:** Financial Management Division staff Approver.
  - **Date:** Date invoice approved for payment.
- **Amount Paid:** Amount of the invoice approved for payment.
- **Enc. No.:** Monthly Payment sequential number
- **(A)Service:** Description of service rendered
- **(B)Dept. Obj.:** Departmental Object where the services rendered is charged.
- **(C)Units:** Number of units served.
- **(D)Rate:** Rate charged per unit.
- **(E)Current Month Expenditure:** Invoice amount for the month.
- **(F)Budget:** Budget allocated for the Fiscal Year, for the service rendered to client/s.
- **(G)Year To-Date Expenditure:** Cumulative expenditure as of the current month requisition.(E+G)
- **(H) Remaining Balance:** (F-G)

**FMD Invoice Summary Part B**

Program Items: **Input** via Solution by AAA Contract Providers into the Solution, grid input as indicated below. **Output** via the Solution to this Part B of the FMD Invoice Summary.

**PART B****PROGRAM ITEMS**

Service	Department Object Code	Program	Non - Matching	Non - Matching	Matching	Matching	Current Month
		Income	Cash	In-Kind	Cash	In-Kind	Total
		Numeric	Numeric	Numeric	Numeric	Numeric	Calculated
		Numeric	Numeric	Numeric	Numeric	Numeric	Calculated
		Numeric	Numeric	Numeric	Numeric	Numeric	Calculated
		Numeric	Numeric	Numeric	Numeric	Numeric	Calculated
		Numeric	Numeric	Numeric	Numeric	Numeric	Calculated
	Total	Calculated	Calculated	Calculated	Calculated	Calculated	Calculated

**Invoice Part B Definitions**

- **Service** means services delivered under the Area Agency on Aging (AAA) program.
- **Departmental Object Code** is a County code assigned to each AAA service for invoicing and budget reimbursement purposes.
- **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
- **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
- **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as. Matching contributions. (e.g., federal funds, overmatch, etc.).
- **Program Income (AKA Grant Related Income)** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
  - Voluntary contributions received from a participant or responsible party as a result of services. -
  - Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  - Royalties received on patents and copyrights from contract supported activities.
- Proceeds from sale of items fabricated under a contract agreement



**Departmental Object Codes**

(for FY 11/12 but can change year to year)

DEPARTMENT OBJECT CODE	AAA Service
A101	III-E Family Caregiver Support_Community Education
A102	III-E Family Caregiver Support_Public Information
A201	III-E Family Caregiver Support_Caregiver Support Groups
A202	III-E Family Caregiver Support_Caregiver Training
A203	III-E Family Caregiver Support_Caregiver Case Management
A204	III-E Family Caregiver Support_Caregiver Assessment
A205	III-E Family Caregiver Support_Caregiver Counseling
A301	III-E Family Caregiver Support_Respite Homemaker Assistance
A302	III-E Family Caregiver Support_Respite In-Home Supervision
A303	III-E Family Caregiver Support_Respite In-Home Personal Care
A304	III-E Family Caregiver Support_Respite Home Chore
A305	III-E Family Caregiver Support_Respite Out-of-Home Day
A306	III-E Family Caregiver Support_Respite Out-of-Home Overnight
A402	III-E Family Caregiver Support_Registry Services
A403	III-E Family Caregiver Support_Assistive Devices
A404	III-E Family Caregiver Support_Home Adaptations
A405	III-E Family Caregiver Support_Emergency Cash/Material Aid
AA01	TITLE III B SUPPORTIVE SERVICES PERSONAL CARE
AA02	TITLE III B SUPPORTIVE SERVICES RESPITE
AA03	TITLE III B SUPPORTIVE SERVICES HOMEMAKER HOUSEKEEPING
AA04	TITLE III B SUPPORTIVE SERVICES REGISTRY
AA05	TITLE III B SUPPORTIVE SERVICES TELEPHONE REASSURANCE
AA06	TITLE III B SUPPORTIVE SERVICES LEGAL ASSISTANCE
AA07	TITLE III B SUPPORTIVE SERVICES OMBUDSMAN
AA08	TITLE III B SUPPORTIVE SERVICES ALZHEIMERS
AA49	TITLE III B Case Management
AA09	TITLE III C I CONGREGATE MEALS FEDERAL
AA10	TITLE III C I CONGREGATE MEALS NSIP
AA11	TITLE III C II HOME DELIVERED MEALS FEDERAL
AA12	TITLE III C II HOME DELIVERED MEALS NSIP
AA51	TITLE III-C1 DASS Nutrition Education
AA52	TITLE III-C1 ENHANCE Nutrition Education
AA53	TITLE III-C1 DASS Admin Services
AA54	TITLE III-C2 DASS Nutrition Education
AA55	TITLE III-C2 DASS Admin Services
AA56	TITLE III-C1 Nutrition Counseling
AA57	TITLE III-C2 Nutrition Counseling
AA13	TITLE III E CARE GIVERS RESPITE
AA14	TITLE III E CARE GIVERS SERVICE INFO.
AA15	TITLE III E CARE GIVERS CAREGIVER SUPPORT
AA16	TITLE III E CARE GIVERS SUPPLEMENTAL SERVICES
A501	TITLE III-E Family Caregiver Support_Caregiver Legal Resources
G501	TITLE III-E Grandparent CG Support_Caregiver Legal Resources
AA46	TITLE III D Health Promotion
AA47	TITLE III D Medication Management

**EXHIBIT 4**  
**MANDATORY STATE REPORTS**

**I. CDA CARS REPORT**

County requires that the mandatory State of California “CARS” report be included in the Solution. Any State required modifications or changes to the above referenced report must be completed by Contractor for the entire term of the resultant Agreement at no additional cost to County and within the State required timeframe. Additionally, errors identified from any source to this report are to be classified as the highest priority in accordance with the Service Level Agreement.

The following website link is provided as a convenience to Contractor as the State of California website should have the most current specifications.

<http://www.aging.ca.gov/ProgramsProviders/AAA/CARS/>

Additionally, County has a copy of the following documents for download from the RFP site:

- CARS Overview and Guidance 02-2011
- CARS Annotated Specifications 01-28-11
- CARS Specifications 01-28-11
- CARS Serv Cat Data Dictionary v6-26-11

Contractor shall be responsible for ensuring that they have the latest versions of the above documents.

**II. MONTHLY EXPENDITURE REPORT WORKSHEET**

Month: May    Year: 2012    Fiscal Year: 2011-12    PSA: PSA 19    Last Change:									
Program	Funding Source	Total	Non-Match Cash	Non-Match In-Kind	State Funds	Match Cash	Match In-Kind	Grant Related Income	Federal Share
Personal Care	IIIB Supportive Services								0
Homemaker	IIIB Supportive Services								0
Chore	IIIB Supportive Services								0
Home Delivered Meals	IIIC2 Home Delivered Nutrition								0
Adult Day Care/Health	IIIB Supportive Services								0
Case Management	IIIB Supportive Services								0
Congregate Meals	III C1 Congregate Nutrition								0
Nutrition Counseling	III C1 Congregate Nutrition								0
	III C2 Congregate Nutrition								0
	IIID Disease Prevention								0
Assisted Transportation	IIIB Supportive Services								0
Transportation	IIIB Supportive Services								0
Legal Assistance	IIIB Supportive Services								0
Nutrition Education	III C1 Congregate Nutrition								0
	III C2 Congregate Nutrition								0
	IIID Disease Prevention								0
Information & Assistance	IIIB Supportive Services								0
Outreach	IIIB Supportive Services								0
Other Services	IIIB Ombudsman								0
	IIIB Supportive Services								0
	CBSP								0
	IIID Disease Prevention								0
Ombudsman VII	VII OMB Ombudsman								0
Elder Abuse Prev VII	VII EAP Elder Abuse Prev								0
Administration	Area Plan Admin								0
Information Services	Title III E FCSP								0
Access Assistance	Title III E FCSP								0
Support Services	Title III E FCSP								0
Respite Care	Title III E FCSP								0
Supplemental Services	Title III E FCSP								0
<b>Total</b>									0

Date Submitted

Date Approved

Monthly Expenditure Report Fields:

**Month:** Calendar month

**Year:** Calendar year

**Fiscal Year:** Begins July 1 and ends June 30 in the format yyyy-yy, example 2011-12

**PSA:** For Los Angeles County = “PSA19”

Last Change:

**Program: & Funding Source:** AAA programs see Exhibit 3 – Invoicing Specifications, Departmental Object Codes for examples of program and funding sources

**Total:** The total of all of the columns to the right.

**Non-Match Cash:** See Definitions below.

**Non-Match In-Kind:** See Definitions below.

**State Funds:** This is a CSS Financial Management Division computed number.

**Match Cash:** See Definitions below.

**Match In-Kind:** See Definitions below.

**Grant Related Income:** See Definitions below.

**Federal Share:** This is a CSS Financial Management Division computed number.

DEFINITIONS:

- **Service** means services **delivered** under the Area Agency on Aging (AAA) program.
- **Departmental Object Code** is a County code assigned to each AAA service for invoicing and budget reimbursement purposes.
- **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
- **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
- **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as. Matching contributions. (e.g., federal funds, overmatch, etc.).
- **Program Income (AKA Grant Related Income)** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
  - Voluntary contributions received from a participant or responsible party as a result of services. -
  - Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  - Royalties received on patents and copyrights from contract supported activities.
  - Proceeds from sale of items fabricated under a contract agreement

MODIFICATIONS TO SOLUTION OUTPUT:

The above sample format and definitions are for what County must submit to the State as a mandatory report. There are several columns / fields that the Solution will NOT be able to compute as they are not captured as part of the Solution.

“State Funds” and “Federal Share” are computed by County based on actual invoiced services, County administrative costs and then various computations that can differ from service to service to split those costs into the appropriate “State Funds” and “Federal Share” columns.

Therefore, the Solution required output shall include all columns except “State Funds” and “Federal Share” and shall add a column “Services Invoiced” to the right hand side.

**Services Invoiced:** Shall be the total of all services delivered for the specified timeframe for that program and funding source.

**Total :** Shall be the total of all of the columns to the right including the “Services Invoiced” column.

The Solution output report shall act as an internal County working document to assist in computing “State Funds” and “Federal Share” and adding the *ADMINISTRATIVE COSTS*.

### **III. AREA PLAN FINANCIAL CLOSEOUT REPORT**

The Area Plan Financial Closeout Report is an annual report due to the State of California, Department of Aging (CDA), the example of which is contained on the CSS RFP Website is “CDA 180 (Rev 712011)”. Also see [Exhibit 5 \(Mandatory Local Reports\)](#) for the same form and format for County required local report that can be run for any beginning and ending timeframe. The Area Plan Financial Closeout Report is a multi-page report that is formatted by the CDA in a Microsoft Excel spreadsheet.

Directly producing the report as an exact copy of the CDA formatted excel sheet may not be practical given that the CDA can change the format at any time. At a minimum, the Proposer produced report(s) must extract the information from the Solution and format it by section within each page, using the same data elements as are contained on the individual Excel sheet pages. The Proposer is responsible for maintaining Mandatory Reports for the term of the Agreement.

The CDA formatted Microsoft Excel “Area Plan Financial Closeout Report” contains the following pages:

**Guidance:** Area Plan Closeout Guidance

**Signature Page:** Signature Document

**Page 1:** Summary Report of Actual Costs Title III Admin and Title III Programs

**Page 2:** Summary Report of Actual Costs Title III and Title VII Programs

**Page 3:** Summary Report of Funding Title III & VII Programs

**Page 4:** Matching Contributions & Adequate Proportion

**Page 5:** Schedule of Supportive Services (III B)

**Page 6:** Schedule of Supportive Services Costs (III B) Contractors

**Page 7:** Schedule of Nutrition (III C-1 & III C-2) & Disease Prevention (IIID) Programs

**Page 8:** Schedule of Congregate Nutrition (III C-1) Contractors

**Page 9:** Schedule of Home Delivered Nutrition (III C-2) Contractors

**Page 10:** Schedule of Disease Prevention (III D), VII Ombudsman, & VII Elder Abuse Prevention Contractors.

**Page 11:** Schedule of Family Caregiver Support Program Services (III E)

**Page 12:** Schedule of Caregiver Support Services (IIIE) Contractors

**Page 13:** Federal One-Time-Only

**Page 14:** Federal Share of Costs

## **EXHIBIT 5**

### **MANDATORY LOCAL REPORTS**

#### **I. Invoicing Summary Part A and Part B**

See [Exhibit 3 \(Invoicing Specifications\)](#) for details on the overall invoicing flow and the format and specifications for this local report. Please note that Part B of the Invoicing Summary also requires a matrix (grid type) data collection screen within the Solution. Additionally the Invoicing Summary shall include locally defined services and funding sources on the report.

#### **II. Local Financial Closeout Report**

See [Exhibit 4 \(Mandatory State Reports\)](#), III (Area Plan Financial Closeout Report) as to the data for the local Financial Closeout Report with the added feature where the beginning and ending date can be specified by the user. Additionally, it would include any locally defined services and funding sources on the report.

Outline of Breakout Levels for Local Financial Closeout Report:

- i. Level 1 Agency / Provider
- ii. Level 2 Program / Funding Category including OTO
- iii. Level 3 Service Category including OTO
- iv. Level 4 Cost Line items including “other”
- v. With sub-totals by Level progressing upward with a grand total summary for CSS of all Level 1 Agency/Providers; Level 2 Program / Funding Categories, Level 3 Service Category and Level Cost Line items.

## **EXHIBIT 6**

### **AD HOC MINIMUM DATA FIELDS**

#### **Minimum Fields for Ad-Hoc Reporting**

This table represents the list of minimum fields for the Ad-Hoc base dataset. County may select an option for a larger dataset. Note: This list is also in the response documents for in Exhibit 2 (Desired Features) to Appendix C (Requirements and Response Documents).

Minimum Fields for Ad-Hoc Dataset

1	Alzheimer's Disorder (Y/N)
2	Care Receiver (Yes/No)
3	Caregiver (Yes/No)
4	Diabetic (Y/N)
5	Disability
6	Employment Status
7	End service date/Deactivation date (if available)
8	Ethnicity
9	Funding Source
10	Gender
11	Health Insurance (Y/N)
12	Living Arrangement
13	Marital Status
14	Participant Birth Date
15	Participant First Name
16	Participant ID
17	Participant Last Name
18	Participant Middle Name
19	Person at Nutritional Risk
20	phone number
21	Poverty Status
22	Primary Language
23	Provider name
24	Provider Site Name
25	Quantity
26	Race
27	Reason for deactivation
28	Service Category
29	Service Date
30	Service month
31	Service name
32	Service Year
33	Type of Residence
34	Unit of Measure



**EXHIBIT 7**

**CURRENT VOLUME OF AAA HISTORY IN DATA STORE**

Total database size is about 35 Gigabytes.

Total number of tables is 363.

Total number of records is 31 million.

Years of detail history 4 years.

Records in consumer file 130,000

Service Delivery records 9 million.

Format of files SQL 2008.

**EXHIBIT 8**  
**DATA STORE EXTRACTION SPECIFICATIONS**

**Direct mirrored access**

The RFP response must include direct access from Contractor's data storage to our Data Store for data extractions.

**Data Movement**

If logistical or security issues make direct data access impractical, then an off-line extract/load process may be necessary. In this circumstance, off-line data will need to move from Contractor to County. Depending upon the database products used by Contractor, there are several methods for data movement that can be employed.

County requires that all core data and associated reference tables are available in some form.

Some potential data formats may be:

- Delimited ASCII Files (comma or other unique delimiters)
- Positional Column ASCII Files
- XML Data
- Oracle DMP file
- SQL Server .bak files

Some potential methods of data movement may be:

- FTP/FTPS
- SFTP
- Web Services (HTTP/HTTPS)
- Contractor specific technologies (i.e. Oracle Streams).

**Database Documentation required**

County requires documentation describing the database, which includes but is not limited to:

- Database Catalog to include definitions of database objects such as tables, views, materialized views, synonyms, value ranges, and indexes
- Entity Relationship Model

Additionally, Contractor must provide to County refreshed documentation for the duration of the term of the resultant Agreement, reflecting all database modifications to the database schema (tables, view, materialized views, etc.) in a timely manner.

### **Refresh Frequency**

County prefers to have on-line, read-only access to a database instance which mirrors the production OLTP environment. County does not require “on-commit” refresh frequency; however shorter refresh windows are desirable. County will request options for refresh frequencies on the Cost Sheet.

### **Extract Download Performance Measure**

For any given period the download(s) shall meet or exceed the speed of eighty percent (80%) of the time, using the following formula:

$A/B = C$  where A= The number of downloads where the download speed met or exceeded the expected speed. Each download speed calculated as an average speed for that specific total download. B = the total number of downloads within that period. C= The calculated A divided by B, expressed as a percentage of downloads that met the expected speed.

As part of [\*Subtask 5.1 – Set-Up Solution Data Extraction\*](#) :

- The minimum downloads for a period shall be determined by County based upon the Solution and selected Extract method.
- The speed shall be determined by County based upon the agreed upon method and County experience with downloading using that theoretical speed.
- Remedy shall be as specified in the Service Level Agreement.

**ATTACHMENT A.1**  
**SYSTEM REQUIREMENTS**  
**FOR**  
**AAA SOLUTION**

This Attachment A.1 sets forth the System Requirements for the Solution, including all Minimum Requirements from the RFP as well as Application Add-Ins selected by County and already included, or to be included, in Contractor’s Core Application (Baseline Customizations). System Requirements shall be updated if and when County elects to acquire any Optional Work, including but not limited to Additional Customizations, Additional Interfaces and Additional Software. Contractor shall maintain all System Requirements in the Solution throughout the entire term of the Agreement.

**NOTE:**

**COUNTY CLARIFICATIONS IF NEEDED, HAVE BEEN NOTATED AS “*COUNTY CLARIFICATION*” UNDER PROPOSER SUMMARY OR OTHER APPROPRIATE AREA. PROPOSER SUMMARY IS INCLUDED FROM THE RFP AND CAN ONLY EXTEND BUT NOT LIMIT COUNTY’S SYSTEM REQUIREMENTS OR COUNTY CLARIFICATION AS WRITTEN.**

**GENERAL COUNTY CLARIFICATION:** *There are no additional costs for any Minimum Requirement or any other System Requirement if the Proposer has indicated in its proposal to the RFP that “Yes...” it is included in the Proposer’s Core Application. Those “Application Add-Ins” on the Cost Proposal that are not included in the Proposer’s Core Application and are selected by County as Baseline Customizations to the Core Application are included in the Implementation Cost. Only those “Application Add-Ins” that are not included in the Proposer’s Core Application and are not selected by County or are not currently made available by the Proposer may be acquired by County at additional cost upon request and agreement of the parties as Optional Work using Pool Dollars pursuant to Task 11 (Optional Work) of Exhibit A (Statement of Work).*

**SECTION 1 – MINIMUM REQUIREMENTS**

		Place an “X” for each Minimum Requirement Met		
MINIMUM REQUIREMENTS		Standard configuration meets Minimum Requirements.	Changes will be made to comply, included in base cost to County.	Proposer Summary Narrative response of how item is met below each Minimum Requirement item.
1	Solution shall be an existing commercial off the shelf (COTS) solution.	X		
	#1 Proposer Summary: GetCare is a COTS solution used by more than 100 agencies across the country.			
2	Solution shall include vendor supplied database and application hosting and related services, including maintenance, support, regular updates and County required Service Level Agreement.	X		
	#2 Proposer Summary: RTZ provides GetCare per a SaaS model (as described above) that meets all county SLA requirements, and that includes unlimited no-cost technical support and product upgrades.			
3	Solution shall be a true Web application, including data entry, storage, and retrieval system that operates in real time from the hosted source.	X		

		Place an “X” for each Minimum Requirement Met		
	MINIMUM REQUIREMENTS	Standard configuration meets Minimum Requirements.	Changes will be made to comply, included in base cost to County.	Proposer Summary Narrative response of how item is met below each Minimum Requirement item.
	#3 Proposer Summary: Authorized end-users can access GetCare in real-time from any computer or mobile device with an internet connection and a web-browser.			
4	Solution shall be in production in AAA sites that can be equated to the needs and sizing configuration of Los Angeles County.	X		
	#4 Proposer Summary: More than 100 AAAs across the country use GetCare in some capacity; several – such as DAAS (the AAA for the City/County of San Francisco) and DISID (the AAA for the entire Territory of Guam) – approximate the size/scope of this project.			
5	Solution shall currently exist as a mature AAA hosted application and shall have been in live production for a minimum of 3 years.	X		
	#5 Proposer Summary: GetCare has existed as a hosted application in a production environment for more than 12 years.			
6	Solution shall include the capability for the County to create and map local services and funding sources that may or may not be CDA AAA funded.	X		
	#6 Proposer Summary: GetCare allows authorized end-users to create and map an unlimited number of services and programs – regardless of funding source.			
7	Solution shall include integrated support for use of barcode scan cards for consumer identification and recording of services within the Solution. Solution barcode scanning shall include support for County Code 39 standard consumer ID cards.	X		
	#7 Proposer Summary: GetCare includes integrated support for barcode scanners (and can read/print “Code 39” barcodes). <i>Scanners sold separately.</i>  <i>County Clarification: The scan cards in SOW – Exhibit 1 are the County supplied “County Code 39 standard consumer ID Cards” and they are pre-printed with an County ID number that must be incorporated into the Solution indexing system per the SOW. Scanners are County supplied and will be Opticon OPN 2001 as specified in the SOW – Exhibit 2.</i>			
	Solution shall warrant that:			
8	(i) development, maintenance, data hosting, Service Level Agreement and other support is all completed within the continental United States;	X		
	#8 Proposer Summary: RTZ will provide all SaaS activities (including customizing, implementing, and supporting a version of GetCare for CSS) from our main office in Oakland, California. RTZ will host the application and database at a primary data center located in California, and a back-up data center in Massachusetts.			

		<b>Place an “X” for each Minimum Requirement Met</b>		
<b>MINIMUM REQUIREMENTS</b>		Standard configuration meets Minimum Requirements.	Changes will be made to comply, included in base cost to County.	<i>Proposer Summary Narrative response of how item is met below each Minimum Requirement item.</i>
9	(ii) County data in detail or summary cannot be transported on any media, transmitted or viewed in any form outside of the continental United States;	<b>X</b>		
#9 Proposer Summary: RTZ will not transport/transmit CSS data to any third-party outside of the United States (unless requested by CSS in writing or required by law).				
10	(iii) County data in detail or summary cannot be available to any party other than County for any purpose not explicitly covered under the Statement of Work.	<b>X</b>		
#10 Proposer Summary: RTZ will not provide detail or summary data to any third-party except for purposes explicitly covered in the RFP “Statement of Work” (or as otherwise requested by CSS in writing or required by law).				
11	Solution shall include security measures that meet or exceed County standards including access to data, data hosting and physical security.	<b>X</b>		
#11 Proposer Summary: GetCare meets/exceeds all Los Angeles County security standards without modification.				
12	Solution shall include all California State Required reports and forms as part of the System prior to implementation / rollout including reference table values mirroring CDA guideline values.	<b>X</b>		
#12 Proposer Summary: GetCare includes all state required reports and forms. In fact, it is the only off-the-shelf software product that offers a real-time interface with the state CARS reporting system.				
13	Solution shall include a Response Time monitoring method in compliance with the Statement of Work.	<b>X</b>		
#13 Proposer Summary: GetCare has a built-in “response time” monitoring tool that measures each system transaction (e.g. loading screens, downloading extracts, and running standard/ad hoc reports) against established benchmarks; this tool automatically notifies RTZ technicians if it records out-of-range times.				
14	Solution shall include Data Migration in compliance with the Statement of Work.		<b>X</b>	
#14 Proposer Summary: During the past several years, RTZ has migrated dozens of large SAMS datasets with 100% accuracy.				
15	Solution shall include consumer services data import into the Solution internal application including County Code 39 ID Scan Card number for barcode scanning of consumers in compliance with the Statement of Work.		<b>X</b>	

		Place an “X” for each Minimum Requirement Met		
	MINIMUM REQUIREMENTS	Standard configuration meets Minimum Requirements.	Changes will be made to comply, included in base cost to County.	Proposer Summary Narrative response of how item is met below each Minimum Requirement item.
	#15 Proposer Summary: GetCare will import/accommodate all consumer data per the RFP “Statement of Work” (including, but not limited to, barcode identification numbers.			
16	Solution shall include full data extractions and regular scheduled data transmissions to County Data’s Store in compliance with the Statement of Work.		X	
	#16 Proposer Summary: Our GetCare solution has a backend data warehouse and full data extract capabilities. During the implementation phase, RTZ will work with CSS to identify its preferred data format (e.g. SQL), transmission protocol (e.g. FTPS), and frequency (e.g. weekly or monthly), and configure GetCare accordingly.			
17	Solution shall include a Training component in compliance with the Statement of Work.		X	
	#17 Proposer Summary: RTZ does not prescribe a one-size-fits-all training approach, and will meet/exceed all training expectations outlined in the RFP “Scope of Work.” As a California-based company with a significant customer base in Los Angeles County, RTZ can arrange additional (no-cost) onsite sessions as necessary.			
18	Solution shall include Implementation Services component in compliance with the Statement of Work.		X	
	#18 Proposer Summary: As part of its standard implementation package, RTZ provides all services identified in the RFP “Scope of Work” – services that span every facet of system configuration, testing, and deployment.			
19	Solution shall include a sandbox / training environment for testing and training which replicates the production environment as closely as possible, including all the components of the application, assessments, ad hoc reporting tools, local and state reporting modules. Data refresh periodically at County request from production environment data and support tables.		X	
	#19 Proposer Summary: Our GetCare solution includes a test environment that mirrors all aspects of the production environment (including hosting configuration). RTZ will upload current production data into this test environment per a mutually agreed upon schedule (and prior to any CSS acceptance testing).  <i>County Clarification: The sandbox / training environment must be maintained for the entire term of the Agreement, not just during implementation for acceptance testing.</i>			



## SECTION 2 – BUSINESS FUNCTIONALITIES

GENERAL BUSINESS REQUIREMENTS		Place an "X" in Yes or No		
			X	X
		Yes - Standard Feature.	No - Not Currently in Solution.	Proposer Summary Narrative on how the General Business Functionality is met.
<b>A. GENERAL BUSINESS FUNCTIONALITIES</b>				
A1	Solution supports case and financial management for the full lifecycle of consumer care from initial inquiry for services to case closure, including information and referral; intake; assessment and reassessment; care planning and service authorization; service delivery and payment; case closure; monitoring/follow-up and reporting.		X	We designed GetCare to support the day-to-day operations of a AAA, from initial inquiry to tracking/reporting case closures. Then we added dozens of innovative features, from intelligent scheduling to automated reminders.
A2	Solution provides secure, real-time access to data across stakeholders, including families and consumers for the purpose of collaboration.		X	GetCare uses RBAC controls to provide authorized end-users with real-time data via secure HTTPS sessions.
A3	Solution provides a user-defined view of end-user activities and responsibilities, including upcoming activities, assessments due, care plans expiration and renewals, consumers assigned and other defined client listings.		X	GetCare provides each end-user with a personalized (and fully configurable) dashboard that displays all upcoming (and overdue) tasks.
A4	Solution provides automatic alerts to users for overdue, upcoming, and incoming tasks, referrals, activities, and events.		X	The GetCare dashboard automatically delivers relevant alerts, notifications, and 'to-dos' to each end-user.
A5	Solution provides predefined assessment forms and user-defined forms, including custom indicators to calculate need and enrollment eligibility status.		X	GetCare includes a comprehensive and fully configurable assessment module with an extensive library of standard templates.

GENERAL BUSINESS REQUIREMENTS		Place an "X" in Yes or No		
			X	X
			Yes - Standard Feature.	No - Not Currently in Solution.
		Proposer Summary Narrative on how the General Business Functionality is met.		
A6	Solution supports comprehensive case management, including <ul style="list-style-type: none"> <li>Tracking information about consumers, caregivers, and other relations and contacts</li> <li>Assessment and reassessment</li> <li>Detailed service planning and budgeting</li> <li>Electronic authorizations to providers through the system</li> <li>Real-time monitoring of service deliveries and outcomes</li> <li>Client Termination</li> <li>Tracking over-service and waiting lists</li> </ul>		X	GetCare supports every facet of case management (including all of the activities identified to the left). The system reflects more than 10 years of feedback from AAAs and other case management organizations – both within California and across the country.
A7	Solution supports care planning, tracking needs, goals and associated diagnoses		X	GetCare supports every facet of care planning and compliance/outcome tracking. Based on assessment information, the system can even identify potential programs and suggest best-practice interventions, if desirable.
A8	Solution supports service authorization, including identifying services, frequencies, durations, and schedule of delivery.		X	GetCare allows authorized end-users to authorize and schedule services (including frequency/duration), and verify their delivery.
A9	Solution supports service delivery including recording service deliveries, dates, times, durations, units and notes about service delivery.		X	GetCare allows end-users to record every detail about scheduled/delivered services.
A10	Solution supports entry of services individually or in bulk by agency and provider users in a central office and in remote locations.		X	GetCare supports the individual and bulk entry of services by any authorized end-user (regardless of physical location).
A11	Solution supports route and kitchen planning, including generating daily and weekly routes for drivers, including directions, and producing kitchen management reports to track meal and nutritional information.		X	GetCare supports every facet of meal preparation and delivery (the system uses a Google® mapping API to generate driver routes).

GENERAL BUSINESS REQUIREMENTS		Place an “X” in Yes or No		
			X	X
		Yes - Standard Feature.	No - Not Currently in Solution.	Proposer Summary Narrative on how the General Business Functionality is met.
A12	Solution supports tracking and sharing referrals and other case management activities, including referrals to programs and agencies, follow-ups, consumer visits and other activities.		X	GetCare allows end-users to record and track referrals (including e-referrals), and monitor outcomes in real-time, closing the feedback loop.
A13	Solution supports agencies with multiple programs and funding sources, including variations in eligibility criteria, business rules, funding rules, reimbursement rates, and data collection requirements.		X	GetCare follows an “agency-site-program” structure, and can support an unlimited number of programmatic variations (including rules, requirements, and rates).
A14	Solution supports communication and collaboration among programs, providers, and other stakeholders through unified global consumer records with access controlled according to security permissions.		X	End-users can access global consumer records per system permissions based on both their affiliation with an agency, and their role within that agency. These permissions control access to participant records, as well as read/write access to modules, screens, and individual data fields. In simplest terms, GetCare controls what every end-user can see and do.
A15	Solution includes capabilities for Web-based access by caregivers and consumers to service plan, schedules, and electronic communication with staff via standard web pages.		X	GetCare includes a “personal health record” component (compliant with ONC-NIST standards) that allows consumers (and authorized caregivers) to manage their services and communicate with staff.
A16	Solution supports HIPAA- and 5010-compliant electronic billing to third-party organizations, including Medicaid/state MMIS.		X	GetCare supports “HIPAA 5010” billing formats (e.g. “ASC X12 5010/4010”).
A17	Solution support inline/real-time data validation during invoice creation, including the ability for an end user to edit problem data “on-the-fly”.		X	GetCare runs real-time validations on entered data; end-users can immediately correct problematic entries.

GENERAL BUSINESS REQUIREMENTS		Place an "X" in Yes or No		
			X	X
		Yes - Standard Feature.	No - Not Currently in Solution.	Proposer Summary Narrative on how the General Business Functionality is met.
A18	Solution supports provider management including managing provider contract and service information; management of service and program contracts; and automated billing and remittance tracking, including paper and electronic invoices; and automatic audit trail creation.	X		GetCare includes end-to-end provider management, from setting-up service agreements to reconciling invoices.
A19	Solution provides a library of standard reports supporting all aspects of HCBS management and delivery.	X		GetCare includes more than a hundred standard reports specifically developed to address AAA business requirements.
A20	Solution provides custom report-generation for enterprise management and ad-hoc reporting.	X		GetCare includes a proprietary report writer that allows even non-technical end-users to create <i>ad hoc</i> reports (end-users can even save custom templates for future use).
A21	Solution provides automated file/report generation from system data of NAPIS, SHIP, SART and other mandated reports, including state and local reports.	X		GetCare includes all federal, state, and locally mandated reports (moreover RTZ will updates these reports, as necessary, at no additional cost).
A22	Solution provides an administrative module allowing authorized users to configure screens, arrange fields, show and hide fields and screens by role, configure dropdown lists, define default values and manage security permissions without assistance from vendor technical resources.	X		As part of our SaaS subscription model we can perform all data field configuration and account management activities on behalf of CSS; alternatively, we can provide authorized CSS staff with access to an "admin" module to locally perform these functions.

GENERAL BUSINESS REQUIREMENTS		Place an "X" in Yes or No			Proposer Summary Narrative on how the General Business Functionality is met.
			X	X	
			Yes - Standard Feature.	No - Not Currently in Solution.	
A23	Solution provides user configuration tools allowing users to set colors and appearance of screens; define default values for agency, zip code, area code, state, county; default settings for assessments and care plans; and default sequence of fields on data entry screens.			X	As part of our SaaS subscription model (and standard implementation package), we will perform all screen/setting configuration activities on behalf of CSS (the off-the-shelf version of GetCare does not include a "front-end" configuration tool to adjust the appearance of screens).
A24	Solution allows users to manage their own IDs and Passwords.		X		GetCare allows end-users to manage their own IDs and passwords within any/all CSS guidelines (e.g. rules governing password strength).
A25	Solution automates the business practices of the customer and allows administrators to create workflow rules within the application.		X		We developed GetCare to accommodate the day-to-day operations of AAAs, while allowing each customer to configure the system around their workflow (e.g. re-assessment timelines and protocols).
A26	Solution allows all data lists and printouts to be exported to Excel.		X		GetCare can export any data report or list in a Microsoft Excel compatible format (e.g. .xls, .xlsx, .csv).
A27	Solution allows agency the ability to manage their own records, including users and services offered.		X		GetCare allows contracted providers to manage/update their own records (e.g. rates) to the extent desirable.
A28	Solution provides warning indicators or error trapping when fields are not populated or populated incorrectly. At a minimum, this shall apply to all fields that are needed to complete California Department of Aging (CDA) reporting.		X		GetCare runs real-time validations on entered data; we will configure these validations per CSS preferences as part of our standard implementation package (e.g. configuring mandatory fields and acceptable values).

GENERAL BUSINESS REQUIREMENTS		Place an "X" in Yes or No		
			X	X
			Yes - Standard Feature.	No - Not Currently in Solution.
				Proposer Summary Narrative on how the General Business Functionality is met.
A29	Solution support inline/real-time data validation during service delivery entry, including the ability for an end user to edit problem data "on-the-fly".		X	GetCare runs real-time validations on entered data; end-users can immediately correct problematic entries.
A30	Solution supports the collection and reporting of "Program Items", in a matrix (grid entry and display format). See <i>Appendix B (Statement of Work), (FMD Invoice Summary Part B)</i> .		X	GetCare utilizes grid entry/display formats, and can accommodate inputs and produce outputs consistent with the "FMD Invoice Summary Part B" example.

<p align="center"><b>INFORMATION AND REFERRAL REQUIREMENTS</b></p>		Place an "X" or date as indicated.					
		X					
		Yes - Standard Feature and it is Table Driven Modifiable by County					
<b>B. INFORMATION AND REFERRAL</b>							
B1	Solution supports creation of a call record at the time of contact or after the fact for contact with consumers or others seeking information or service referral.	X					
B2	Solution seamlessly tracks anonymous calls, as well as calls for named consumers.	X					
B3	Solution differentiates between consumer and caller within a call record.	X					
B4	Solution provides search capabilities to determine whether a consumer record exists in the database for the consumer (or caller and collateral contacts), and can automatically populate corresponding fields in the call record.	X					
B5	Solution provides powerful resource searching tools to quickly find providers and make appropriate referrals. Additionally, Solution matches client's address / zip code to provide referral information to appropriate providers(s).	X					
B6	Solution can publish resource directory to standard public facing web site.	X					
B7	Solution includes a call record that tracks information required for reporting, such as date and time of the call, source of the referral, date referral was received, call type, disability type, and call priority.	X					
B8	Solution includes a call record that allows users to select call topics from an agency-defined list of items and can perform a search for available services by keyword.	X					
B9	Solution includes tracking the organizations to which the caller is referred, as well as information about the services which the organization can provide.	X					
B10	Solution includes Call activities and outcomes that are tracked in agency-defined drop-down menus. Call activity is tracked for each call.	X					
B11	Solution includes timing of calls that are automatically tracked. Users can pause call timer as necessary.	X					

<b>INFORMATION AND REFERRAL REQUIREMENTS</b>		Place an "X" or date as indicated.					
			X				
		Yes - Standard Feature and it is Table Driven Modifiable by County					
B12	Solution enables staff to generate electronic referrals at the time of the call to internal departments and to providers with access to the Solution.		X				
B13	Solution referrals identify the internal person for the referral and required action, and sets date for completion.		X				
B14	Solution includes that care managers and providers are automatically alerted to new referrals and consumers through a real-time dashboard.		X				
B15	Solution includes a feature of automatically completing a search (in the background without conducting a specific search) using built-in identifiers and notifying the user if a client is potentially already in the system.		X				



ASSESSMENTS AND REASSESSMENT REQUIREMENTS		Place an "X" or date as indicated.					
		X	X	X	Date	X	X
		Yes - Standard Feature and it is Table Driven Modifiable by County					No – But is compatible and can be cost out at County option.
<b>C. ASSESSMENTS AND REASSESSMENT</b>							
C1	Solution supports assessment at the time of initial contact, allowing staff to conduct initial eligibility or screening assessments for services, and link the assessment to the call record and consumer record.	X					
C2	Solution supports assessment and reassessment throughout the life cycle of consumer contact and at the frequency set by the County.	X					
C3	Solution offers standard assessment forms as well as facility for creating agency-defined assessments by non-technical users without vendor assistance.	X					
C4	Solution includes record of every assessment answer and the history of each response can be viewed by the user across differing assessment forms.	X					
C5	Solution includes assessments that provide real-time calculations to assist in eligibility determinations and/or scoring.	X					
C6	Solution includes assessments that allow assessor to enter not only a response for each question, but an individualized note attached to each response. In addition to response notes, Solution allows for general notes to be attached to the entire assessment.	X					
C7	Solution includes for reassessments that may be conducted as needed and at prescribed intervals, with automated reminders to users.	X					
	Solution includes assessment form builder usable by non-technical users without vendor assistance and includes the following features:						
C8	• Role-based authorization to create assessment forms	X					
C9	• Central management of assessment forms	X					
C10	• Ability to re-order assessment form questions while maintaining consistency of data associated with previous versions	X					

C11	<ul style="list-style-type: none"> <li>Ability to specify certain questions as required based on response to particular question</li> </ul>		<b>X</b>						
C12	<ul style="list-style-type: none"> <li>Assessment form printability and ability to insert electronic signatures.</li> </ul>		<b>X</b>						
C13	<ul style="list-style-type: none"> <li>Print version of assessments match online form to facilitate pencil and paper entry</li> </ul>		<b>X</b>						
C14	<ul style="list-style-type: none"> <li>Ability to share assessment forms with other service providers</li> </ul>		<b>X</b>						
C15	<p>Solution allows remote assessment by deployment of assessment forms on non-networked device for consumer assessments), with network synchronization later.</p> <p><u>County Clarification:</u> Feature not included in the Baseline Application, alternative available at additional cost.</p>							<b>X</b>	
C16	Solution supports multiple assessments per consumer, with security-controlled access by users. (Since multiple assessments from multiple providers will happen, assessments should be linked via security to the provider / user that completed the assessment.)		<b>X</b>						
C17	Solution provides reassessment feature using any prior assessment wherein the Solution will pre-fill responses to the assessment using previous answers, allowing users to edit, add, or delete responses.		<b>X</b>						
C18	Solution includes assessment items that allow several user-configured response types including selection from a single response from several options (i.e. multiple choice, likert scales, yes/no, etc.), multiple responses from a list, text fields, and numeric values.		<b>X</b>						
C19	Solution includes assessment item response options, scores, and weights are user-configured (i.e. agency may define acceptable responses for assessment items).		<b>X</b>						
C20	Solution includes assessment responses that may be scored through a variety of user-configured methods and scores may be calculated using mathematical and logical operations.		<b>X</b>						
C21	<p>Solution includes assessments that may be completed on line or may be “checked out” to mobile devices for completion in a disconnected state. The finished assessment may be “checked in” and accessible from the consumer record.</p> <p><u>County Clarification:</u> Feature not included in Baseline Application, alternative available at additional cost.</p>							<b>X</b>	
C22	Solution provides the ability to publish read-only assessment information to consumers and their caregivers through a standard web page via secure log in.		<b>X</b>						
C23	Solution includes assessment information that can be used to automatically suggest service plans		<b>X</b>						
C24	Solution includes assessment internal forms, algorithms, and questions.		<b>X</b>						
C25	Solution provides the ability drop-down menu of assessment/reassessment conducted: 1) In-Home Assessment/Reassessment, 2) Telephone Assessment, 3) Other (i.e. email, WebEx, etc.)		<b>X</b>						

C26	Solution provides the ability to add additional assessment/reassessment not listed.		<b>X</b>					
C27	Solution includes feature to duplicate and edit an existing assessment to speed the completion of an assessment where only a few items have changed.		<b>X</b>					
C28	Solution includes predefined assessment forms that meet CDA reporting requirements including custom indicators to calculate need and enrollment eligibility status.		<b>X</b>					

INTAKE AND ENROLLMENT REQUIREMENTS		Place an "X" or date as indicated.					
		X		X			
		Yes - Standard Feature and it is Table Driven Modifiable by County		Yes - Standard Feature not table driven			
<b>D. INTAKE AND ENROLLMENT</b>							
D1	Solution provides a comprehensive consumer record that tracks consumer demographic and contact information.		X				
D2	Solution supports a single intake process for common data elements for all programs, as well as program-specific business processes and rules.		X				
	Solution provides search ability to search existing active and inactive consumer records across all programs, by at least the following criteria:						
D3	• first and last name			X			
D4	• address			X			
D5	• telephone			X			
D6	• number consumer id/case			X			
D7	• SSN and DOB			X			
D8	• County issued Code 39 ID Scan Card			X			
D9	Solution requires the user to enter data only once, and data appears and is used throughout the application without duplicate data entry.			X			
D10	Solution allows users to filter and sort consumer records by identifying and contact information including name, alias or AKA name, address, city, state, county, municipality, zip code, phone numbers, email address, SSN, DOB, insurance numbers and the County issued Code 39 barcoded ID.		X				
D11	Solution allows users to filter and sort consumer records by program enrollment information including agency, provider, status (active or inactive), status date, identification numbers, and date of last update.		X				
D12	Solution allows users to filter and sort consumer records by demographic information including, age, gender, caregiver status, veteran status, poverty status, lives alone, nutritional risk, rural residence status, and numbers of ADLs/IADLs.		X				

<b>INTAKE AND ENROLLMENT REQUIREMENTS</b>		Place an "X" or date as indicated.					
			X		X		
		Yes - Standard Feature and it is Table Driven Modifiable by County		Yes - Standard Feature not table driven			
D13	Solution supports enrollment of consumers in agency-defined care programs, tracking enrollment information, including level of care; service program; care program; facility; status; reasons for status change; and dates of application, receipt, start, termination, and status.		X				
D14	Solution provides ability to record notes at the time of intake/enrollment.		X				
D15	Solution provides for County to update consumer information with a new or replacement Code 39 ID Scan Card number (that is an editable field linked to the internal consumer index).		X				

CASE MANAGEMENT REQUIREMENTS		Place an "X" or date as indicated.					
		X					
		Yes - Standard Feature and it is Table Driven Modifiable by County					
<b>E. CASE MANAGEMENT</b>							
E1	Solution provides a sortable, filterable list of consumer and caregiver records, containing key information, configurable by the user, to easily access specific consumer records.	X					
E2	Solution includes access to specific consumer records controlled via security permissions, allowing users to view only those consumer records and pages relevant to their job duties.	X					
E3	Solution provides a user-configured "dashboard" of information relevant to the user's daily tasks, such as pending assessments, pending activities, expiring care plans, and new consumer enrollments.	X					
E4	Solution manages essential information about consumers in a global record, including contact, demographic, and personal information; activities and referrals; assessments; calls; care plans; file attachments; notes/journals; service deliveries; and service orders.	X					
E5	Solution tracks identifying and contact information for consumers, including, name, alias/AKA name, multiple addresses, multiple phone numbers, email address, and multiple identifying numbers.	X					
E6	Solution tracks identifying and contact information about other individuals related to the consumer, including case managers, caregivers, care recipients, other involved professionals, emergency contacts, relatives, friends, and other persons.	X					
E7	Solution supports multiple caregivers for a single consumer and a single caregiver caring for multiple consumers.	X					
E8	Solution search supports finding consumer records based on caregiver and vice versa.	X					
E9	Solution tracks demographic and eligibility information, including: age, gender, race/ethnicity, veteran status, poverty status, disability status, frailty (ADLs / IADLs), nutritional risk, insurance coverage, income information, and other relevant information as prescribed by the California Department of Aging.	X					
E10	Solution tracks service suspensions, effective dates, and reasons for suspensions.	X					

CASE MANAGEMENT REQUIREMENTS		Place an "X" or date as indicated.						
			X					
		Yes - Standard Feature and it is Table Driven Modifiable by County						
E11	Solution includes service suspensions that may be limited to a specific service, provider, or care program.		X					
E12	Solution includes service suspensions that block service delivery and prevent planning of the suspended services during the suspension period.		X					
E13	Solution tracks care programs and providers associated with the consumer, including dates of enrollment or service.		X					
E14	Solution retains historical information of consumer's service history, with multiple service commencement and closures.		X					
E15	Solution supports case closure and capture of the following information: <ul style="list-style-type: none"> <li>CLOSURE REASON</li> <li>DATE</li> <li>CLOSURE NOTE</li> </ul>		X					
E16	Solution allows users to configure generic fields for additional information related to the consumer not included in standard fields.		X					
E17	Solution provides a sortable, filterable list of pending and completed task reminders or activities relevant to the consumer, including referrals, phone calls, assessments/reassessments, calls, completion of services, etc.		X					
E18	Solution includes an activity record that tracks information regarding activities and task reminders, including agency-defined activity type; relevant agency, care program, and/or provider; start and end dates and times; status and date; follow-up required and date; associated services; and notes associated with the activity.		X					
E19	Solution supports scheduling of activities including call, visits, follow-ups, and others with due dates and assign to users.		X					
E20	Solution includes scheduled activities that appear on assigned users' dashboards according to due dates.		X					
E21	Solution provides a list of assessments in process and completed that are relevant to the consumer. The list contains key information such as assessment name, assessment date, next review date, and status, and is sortable, filterable, and columns are configurable by the user, to easily access specific consumer assessment records.		X					

CASE MANAGEMENT REQUIREMENTS		Place an "X" or date as indicated.						
			X					
		Yes - Standard Feature and it is Table Driven Modifiable by County						
E22	Solution includes access based on security permissions that control what users may view, add, edit or delete assessments from the consumer record.		X					
E23	Solution provides a list of calls that are relevant to the consumer. The list contains key information such as caller, call date and time, call type and completion status, sortable and filterable, with columns configurable by the user to easily access specific consumer call records.		X					
E24	Solution includes access based on security permissions that control what users may view, add, edit, or delete calls from the consumer record.		X					
E25	Solution allows entry of notes such as progress notes, client or caregiver interaction, home visits and phone calls, complaints, inquiries, problems with services, case notes, meeting minutes, and other vital data.		X					
E26	Solution tracks note type, subject, date and time created, as well as user who recorded the note.		X					
E27	Solution note functionality incorporates spell check functionality and cut and paste capabilities.		X					
E28	Solution includes the ability to relate a Progress Note to an item in a Service or Care plan		X					
E29	Solution provides document management functionality that allows for the storage of documents (MS Word, .pdf), which may be routed to other users.		X					
E30	Solution includes accessed based on security permissions that control what users may view, add, edit, or delete stored documents from the consumer record.		X					
E31	Solution provides an on-line document generation function that allows users to generate correspondence or other documents from user-defined templates in MSWord, using data from the Solution.		X					
E32	Solution supports printing of all sections of the consumer record.		X					
E33	Solution provides the ability to transfer caseload from one care manager to another.		X					



SERVICE PLANNING REQUIREMENTS		Place an "X" or date as indicated.						
			X	X	X	Date	X	X
		Yes - Standard Feature and it is Table Driven Modifiable by County						No – But is compatible and can be cost out at County option.
<b>F. SERVICE PLANNING</b>								
F1	Solution supports a flexible model of care planning, allowing varying levels of control and documentation for service planning and authorization depending on business process.		X					
F2	Solution allows care planning based on consumer needs either identified at the time of care planning or in a prior assessment.		X					
F3	Solution permits care plans to be linked to assessment instruments, pulling care needs from specific assessment items or scores.		X					
F4	Solution permits care needs to be designated by category and type, and include specific details describing the need and an objective in addressing the need.		X					
F5	Solution permits suggested activities and provider types and roles to be assigned to needs, including a suggested provider to address the need.		X					
F6	Solution includes care planning functionality to support documentation of goals, plan objectives, relevant diagnoses, notes, and progress notes specific to the plan.		X					
F7	Solution shall provide the ability to publish care plan goal information to consumers and their caregivers through a standard web page via secure log in.		X					
F8	Solution supports creation of a service plan, allowing designation of specific services to be delivered by specific providers within specific timeframes, including as scheduled on a calendar monthly, weekly and daily.		X					
F9	Solution supports fiscal or supervisory approval of authorized services.		X					
F10	Solution provides weekly and monthly schedules of all services included on the care plan.		X					
F11	Solution provides graphical representation of total units and total costs across the life of the care plan.							X
F12	Solution can automatically generate service orders to providers, detailing services, date ranges, frequencies, and costs from service plans.		X					

SERVICE PLANNING REQUIREMENTS		Place an "X" or date as indicated.						
			X	X	X	Date	X	X
		Yes - Standard Feature and it is Table Driven Modifiable by County						No - But is compatible and can be cost out at County option.
F13	Solution supports generation of service orders to providers at any time and without an existing care plan.		X					
F14	Solution supports printing of care plans, service plans, and service orders.		X					
F15	Solution automatically maintains and displays per consumer planned units, versus ordered units, versus delivered units.		X					
F16	Solution provides the ability to publish read-only service plan information to consumers and their caregivers through a standard web page via secure log in.		X					
F17	Solution allows users to save planned or authorized units as delivered services, reducing data entry time.		X					

SERVICE DELIVERY REQUIREMENTS		Place an "X" or date as indicated.						
			X					
		Yes - Standard Feature and it is Table Driven Modifiable by County						
<b>G. SERVICE DELIVERY</b>								
G1	Solution supports recording of delivered services by individual consumer or to multiple consumers in bulk.		X					
G2	Solution prevents recording of unauthorized service deliveries when authorization is required.		X					
G3	Solution prevents recording of unplanned service deliveries when service plans are required.		X					
G4	Solution supports recording of delivered services without authorization, when allowed.		X					
G5	Solution supports recording of delivered services without a corresponding service plan, when allowed.		X					
G6	Solution includes that when authorized service deliveries are recorded, Solution automatically decrements the service order (authorization).		X					
G7	Solution supports recording of delivered services as needed or at intervals, such as monthly.		X					
G8	Solution supports recording of one or more delivered services to a group of consumers.		X					
	Solution supports creating rosters of consumers to record service delivery based on criteria, including:							
G9	• Service		X					
G10	• Provider		X					
G11	• Previous service delivery		X					
G12	• Existing care plan		X					
G13	• Inclusion on a meal route		X					
G14	Solution supports filtering of roster lists by useful criteria, including but not limited to consumer's default agency or provider; consumer's area (county, municipality, zip); and/or criteria related to previous service delivery, existing care plans, or inclusion on routes.		X					

<b>SERVICE DELIVERY REQUIREMENTS</b>		Place an "X" or date as indicated.						
			X					
		Yes - Standard Feature and it is Table Driven Modifiable by County						
G15	Solution supports spreadsheet functions in rosters to quickly enter delivered services through the use of the keyboard, such as tabbing between fields, changing fields via directional arrows, entry in multiple fields, etc.		X					
G16	Solution supports printing of blank rosters in a variety of formats to support recording services by hand, as needed.		X					
G17	Solution consumer record shows all the services that the client has received, including services from multiple providers and funded by differing sources and regardless of service entry method.		X					
	Solution supports creating route lists of consumers based on criteria, including:							
G18	<ul style="list-style-type: none"> <li>Service</li> </ul>		X					
G19	<ul style="list-style-type: none"> <li>Provider</li> </ul>		X					
G20	<ul style="list-style-type: none"> <li>Previous service delivery</li> </ul>		X					
G21	<ul style="list-style-type: none"> <li>Existing care plan</li> </ul>		X					
G22	Solution supports filtering of route lists by useful criteria, such as consumer's default agency or provider; consumer's area (county, municipality, zip); and/or criteria related to previous service delivery or existing care plan.		X					
G23	Solution provides the ability to publish read only service delivery information to consumers and their caregivers through a standard web page via secure log in.		X					
G24	Solution includes recording of service delivery(s) to consumer(s) in a County specified remote portable scanner for later uploading to the Solution.		X					
G25	Solution fully supports the County Code 39 ID card for recording consumer(s) and consumer(s) services.		X					
G26	Solution includes entering a service delivery and attaching multiple registered consumers to that service. Example FCSP Support Groups are delivered by hours; however, reporting requires consumer level information for all consumers that attended that session.		X					

FINANCIAL MANAGEMENT REQUIREMENTS		Place an "X" or date as indicated.					
		X					
		Yes - Standard Feature and it is Table Driven Modifiable by County					
<b>H. FINANCIAL MANAGEMENT</b>							
H1	Solution allows organizations to manage financial lifecycle end-to-end, from identification of funding streams through contracting, service authorization, service delivery, invoicing, and payment.	X					
H2	Solution includes that the financial information is integrated with case management, allowing both fiscal and care managers to share a single record while retaining distinct, role-specific views.	X					
H3	Solution supports provider service contract management, for services limited by dollar value and/or units of service.	X					
H4	Solution supports provider program contract management for services or purchases not associated with a specific consumer.	X					
H5	Solution supports provider service and program contract management that may be limited by contract effective dates.	X					
H6	Solution tracks services units and costs expended against contracts as they are paid, and provides clear information about units and funds remaining in real time.	X					
H7	Solution allows contract limits to be enforced or not enforced. If a limit is set to be enforced, the Solution prevents units that exceed contracted limits from being recorded.	X					
H8	Solution provides a variety of individual configuration points to accommodate complex and dynamic financial requirements related to agency funding and provider relationships.	X					
	Solution supports tracking program and service contracts and includes the following capabilities:						
H9	<ul style="list-style-type: none"> <li>Contracts can be restricted to a specific subset of services a provider normally delivers</li> </ul>	X					
H10	<ul style="list-style-type: none"> <li>Contract enforcement level is configurable and can be set to block entry of services that do not meet or that exceed a contract</li> </ul>	X					
H11	<ul style="list-style-type: none"> <li>Contract specific rates can be applied, and automatically associated to new services ensuring accurate collection</li> </ul>	X					
H12	Solution allows rates to be set at the provider, consumer, service order, and/or contract level with a clear hierarchical order of use.	X					

FINANCIAL MANAGEMENT REQUIREMENTS		Place an "X" or date as indicated.						
			X					
		Yes - Standard Feature and it is Table Driven Modifiable by County						
H13	Solution allows rates to be globally updated as needed.		X					
H14	Solution permits allowable services to be associated to specific consumers, providers and/or service programs.		X					
	Solution supports the use of service plans or orders, including the following capabilities:							
H15	<ul style="list-style-type: none"> <li>Services can be authorized for specific consumers</li> </ul>		X					
H16	<ul style="list-style-type: none"> <li>Authorization enforcement is configurable and can be set to block entry of services that exceed or that do not meet the criteria in existing service plans or orders</li> </ul>		X					
H17	<ul style="list-style-type: none"> <li>Service deliveries are automatically associated with the appropriate service order</li> </ul>		X					
	Solution allows funding streams to be associated to service programs, providers, consumer, and contracts prior to service delivery and includes the following capabilities:							
H18	<ul style="list-style-type: none"> <li>Support for federal, state, matching, and local funds</li> </ul>		X					
H19	<ul style="list-style-type: none"> <li>Control points available at consumer, provider, agency, and state levels</li> </ul>		X					
H20	<ul style="list-style-type: none"> <li>Funding sources are automatically associated to services, allowing real-time monitoring of paid and allocated expenditures</li> </ul>		X					
H21	Solution allows post-delivery fund reassignment through built-in tools.		X					
H22	Solution supports billing to consumers, agencies, and Medicaid/state MMIS.		X					
H23	Invoices are coupled to delivered services within the Solution.		X					
	Solution supports consumer co-payments or cost sharing, including the following capabilities:							
H24	<ul style="list-style-type: none"> <li>Consumer co-payments / cost sharing schedules can be created on an individual basis or automatically calculated based on assessment responses</li> </ul>		X					
H25	<ul style="list-style-type: none"> <li>Both fixed fee and percentage schemas are supported</li> </ul>		X					
H26	Solution supports creation of consumer invoices for co-payment or cost-sharing fees, and agency invoices individually or in batches.		X					

FINANCIAL MANAGEMENT REQUIREMENTS		Place an "X" or date as indicated.						
			X					
		Yes - Standard Feature and it is Table Driven Modifiable by County						
H27	Solution supports posting of corresponding payments individually or in batches.		X					
	Solution supports Medicaid/state MMIS billing of delivered services through HIPAA-compliant electronic claims, including the following capabilities:							
H28	<ul style="list-style-type: none"> <li>Quickly and easily create claims from service deliveries</li> </ul>		X					
H29	<ul style="list-style-type: none"> <li>Services can be billed at any interval – daily, weekly, monthly, or as-needed</li> </ul>		X					
H30	<ul style="list-style-type: none"> <li>Electronically exchange claims and remittance advice with a state MMIS Solution using HIPAA-compliant files</li> </ul>		X					
H31	<ul style="list-style-type: none"> <li>Error logging</li> </ul>		X					
H32	<ul style="list-style-type: none"> <li>Dashboards which provide information on batch creation and response processing status</li> </ul>		X					
H33	<ul style="list-style-type: none"> <li>Access and editing privileges which are configurable by role</li> </ul>		X					
H34	<ul style="list-style-type: none"> <li>Multiple agencies can create and view only claims associated with them, while a central office retains an administrative overview of all claims.</li> </ul>		X					
H35	<ul style="list-style-type: none"> <li>Claims will have a workflow as follows: New, pending (while pending contract agencies may not change them), closed (paid).</li> </ul>		X					
H36	Solution supports in-line data validation to block claims with missing information from being created.		X					
H37	Solution provides hyperlinks to the service delivery facilitate data correction.		X					
H38	Solution supports electronic receipt of responses and remittance advice.		X					
H39	Solution supports automatic posting of remittance to individual claims.		X					
H40	Solution supports post-remittance actions, such as resubmitting denied claims or voiding / voiding and replacing paid claims (corrections and reversals).		X					
H41	Solution provides one-click sweep of the system for previously submitted claims that have never been paid, to prevent revenue loss to repeated or unresolved denials.		X					

FINANCIAL MANAGEMENT REQUIREMENTS		Place an "X" or date as indicated.						
			X					
		Yes - Standard Feature and it is Table Driven Modifiable by County						
H42	Solution includes audit trails that provide a history of modifications to financial data.		X					
H43	Solution provides flexible, customized searches based on key claim attributes, including status, dates, consumer, service, and provider.		X					
H44	Solution provides standard reports, dashboards, and error logs for financial data.		X					
H45	Solution provides facility for custom and ad hoc financial reporting.		X					



<b>PROVIDER ACCESS REQUIREMENTS</b>		Place an "X" or date as indicated.						
			X	X	X	Date	X	X
		Yes - Standard Feature and it is Table Driven Modifiable by County						No – But is compatible and can be cost out at County option.
<b>I. PROVIDER ACCESS</b>								
I. 1	Solution enables collaboration with service providers through a single integrated system and shared database.		X					
	Solution includes that providers may log into the Solution from anywhere via a Web browser and:							
I. 2	• Review new activities and referrals;		X					
I. 3	• Add consumers' records;		X					
I. 4	• Retrieve, edit, and print services orders;		X					
I. 5	• And enter service delivery information quickly for many consumers at once;		X					
I. 6	• View service plan information in a read-only manner.		X					
I. 7	Solution includes that provider access includes "dashboard" presentation of incoming referrals, newly assigned activities, recently modified consumer records, and open service orders.		X					
I. 8	Solution includes that provider access allows provider users to quickly see a list of modifications that have been made to their consumers by others.							X
I. 9	Solution allows provider access to the global consumer record shared securely across organizations, controlled by security permissions.		X					
I. 10	Solution allows providers to track and maintain a history of consumer progress and case notes.		X					
I. 11	Solution allows providers to make and receive referrals automatically, and manage and share follow-ups, consumer visits, and other activities.		X					
I. 12	Solution provides batch data entry tools to let providers record the delivery of services to many consumers at once from within a single screen.		X					
I. 13	Solution provides access by providers to comprehensive reporting for program performance and effectiveness.		X					
I. 14	Solution includes provider access to on-demand product training capabilities provided over the Internet via a Web browser (if authorized by the County).		X					

PROVIDER ACCESS  REQUIREMENTS		Place an “X” or date as indicated.						
			X	X	X	Date	X	X
		Yes - Standard Feature and it is Table Driven Modifiable by County						No – But is compatible and can be cost out at County option.
I. 15	Solution includes a provider access system that must provide for a standardized file upload feature to upload consumers and service deliveries from third party systems.							X
I. 16	Solution provides batch data entry tools to let providers record the delivery of services from the County specified remote portable memory scanner.		X					

## SECTION 3 – SYSTEM REQUIREMENTS

SYSTEM REQUIREMENTS		Place an "X" in Yes or No		
			X	X
		Yes - Standard Feature.	No – Not Currently in Solution.	Proposer Summary Narrative on how the System Functionality is met.
<b>J. SYSTEM</b>				
N1	Solution is a true Web application and includes data entry, storage and retrieval systems that operate in real time from the hosted source.		X	GetCare is a true web-based system. Some vendors claim to offer web-based applications, but actually push traditional PC-based software through middleware (such as Citrix Presentation Server or Microsoft Terminal Services). GetCare, on the other hand, works with any desktop / mobile operating system; end-users simply need an internet connection and a web-browser.
N2	Solution currently exists as an AAA hosted solution and is in production at sites that can be equated to the needs and sizing configuration of the County.		X	More than 100 AAAs across the country use GetCare in some capacity; several – such as DAAS (the AAA for the City/County of San Francisco) and DISID (the AAA for the entire Territory of Guam) – approximate the size/scope of this project.
N3	Solution includes robust security features that meets or exceeds County standards.		X	GetCare meets all Los Angeles County security measures without modification.

SYSTEM REQUIREMENTS		Place an “X” in Yes or No			Proposer Summary Narrative on how the System Functionality is met.
			X	X	
		Yes - Standard Feature.	No – Not Currently in Solution.		
N4	Solution includes protection for all information both specific and summary stored within the system from any access unless specifically authorized by the County.		X		All database servers reside in data centers compliant with top-tier TIA-942 security standards. These servers pass data to specified application servers using managed connections that require mutual (client/server) authentication (please note these transfers occur on a hardwired network; i.e. database servers do not have internet access). All PHI data (such as social security numbers) are protected “at rest” using a minimum of AES 128-bit encryption (consistent with current NIST guidelines).
N5	Solution includes providing periodic data extracts to County data warehouse.		X		Our GetCare solution has a backend data warehouse and full data extract capabilities. During the implementation phase, RTZ will work with CSS to identify its preferred data format (e.g. SQL), transmission protocol (e.g. FTPS), and frequency (e.g. weekly or monthly), and configure GetCare accordingly.  <i>County Clarification: Frequency includes “daily”, additionally County will probably be using the “On-Line Mirrored Access” option.</i>
N6	Solution includes accepting periodic import of consumers, standard demographics, and County ID numbers.		X		GetCare can import consumer data from any third-party source with a standard format (such as an HL7 “continuity of care” file received from a hospital discharge planner). That said, please note that any import/interface mechanisms developed for CSS may incur an additional cost depending on their potential applicability to other GetCare customers.  <i>County Clarification: Use of the County ID numbers that are described in SOW Exhibit 1 “County AAA Code 39 ID Scan Card” is part of the Minimum Requirements and SOW so there cannot be “additional costs” incurred for “mechanisms developed” for inclusion in the Solution.</i>

SYSTEM REQUIREMENTS		Place an "X" in Yes or No			Proposer Summary Narrative on how the System Functionality is met.
			X	X	
		Yes - Standard Feature.	No - Not Currently in Solution.		
N7	Solution includes support for issuing consumers barcoded ID cards that use a standard barcode type such as Code 39 for registering for services and scanner data entry.		X		GetCare can generate consumer IDs that CSS can print on identification cards using a standard barcode format. <i>Actual ID cards sold separately.</i>  <i>County Clarification: It is a Minimum Requirement that the Solution shall use the County ID Scan card using Code 39 and with County issued ID numbers (both supplied by the County).</i>
N8	Solution includes capability for County to "upload" scanned consumer and services from a portable hand scanner.		X		GetCare can import scanned consumer/service information once an end-user connects a handheld device (via Bluetooth or a USB cable) to a workstation.  <i>County Clarification: SOW – Exhibit 2 specifies the use of the County supplied Opticon OPN 2001 scanner.</i>
N9	Solution includes an open architecture, such that County requests for adding features can be accommodated.		X		GetCare uses a table-driven "open" architecture that allows RTZ staff to quickly add requested features per an established change management process.
N10	Solution includes extensive use of tables to drive the system.		X		GetCare includes extensive use of tables (rather than code) to drive system functions, especially functions with complex logic.
N11	Solution includes tables for services and other reference tables modifiable by appropriate County staff.		X		During the implementation phase, we will configure GetCare to reflect your unique operational environment. Post-implementation, authorized CSS staff can use front-end tools to adjust services, obviating the need to modify back-end reference tables (alternatively, CSS staff can also have RTZ technicians make any/all adjustments at no additional cost per its SaaS subscription).

SYSTEM REQUIREMENTS		Place an “X” in Yes or No		
			X	X
		Yes - Standard Feature.	No – Not Currently in Solution.	Proposer Summary Narrative on how the System Functionality is met.
N12	Solution includes use County accessible tables for drop down menus for completing standard data entry fields.		X	As mentioned, authorized CSS staff can use front-end tools to adjust select drop-down menu selections, obviating the need to modify back-end reference tables (alternatively, CSS staff can also have RTZ technicians make any/all adjustments at no additional cost per its SaaS subscription).  <i>County Clarification: This appears to be closely related to General Business Requirement A-22 and it possibly uses the same “admin” module that trained County techical staff would be allowed to use per Requirement A-22.</i>
	Solution includes Ad Hoc reporting tools that:			
N13	(i) allows County access to a subset of entered and viewable data.		X	GetCare has a built-in report writer that allow authorized end-users to run <i>ad hoc</i> reports on substantively all entered/viewable data.
N14	(ii) that is robust and allows County access to all entered and viewable data.		X	Please see our response to the previous item.
N15	Solution includes tracking consumers and services at both the group and individual level.		X	GetCare tracks consumers and services at both the group and individual level.
N16	Solution includes the ability to import consumer data from other sources.		X	GetCare can import consumer data from third-party sources (such as a HL7 “continuity of care” file received from a hospital discharge planner). That said, please note that any import/interface mechanisms developed for CSS may incur an additional cost depending on their potential applicability to other GetCare customers.  <i>County Clarification: County is assuming in this case that the summary response is intended to indicate a flexibility to work with County beyond the stated System Requirement and provider response.</i>

SYSTEM REQUIREMENTS		Place an “X” in Yes or No			Proposer Summary Narrative on how the System Functionality is met.
			X	X	
		Yes - Standard Feature.	No – Not Currently in Solution.		
N17	Solution includes the ability to export hosted data to County.		X		As mentioned, our GetCare solution has a backend data warehouse and full data extract capabilities. During the implementation phase, RTZ will work with CSS to identify its preferred data format (e.g. SQL), transmission protocol (e.g. FTPS), and frequency (e.g. weekly or monthly), and configure GetCare accordingly.  <i>County Clarification: Frequency includes “daily”, additionally County will probably be using the “On-Line Mirrored Access” option.</i>
N18	Solution includes having a robust search and retrieval of records.		X		GetCare includes an advanced search engine that quickly identifies and orders exact/approximate matches. We have tailored this engine to accommodate specific searches (such locating a consumer record or locating a service listing).  <i>County Clarification: Search must include the County supplied ID number that is used on the County supplied Code 39 scan cards SOW – Exhibit 1.</i>
N19	Solution includes calculating age of person based on DOB or estimated DOB.		X		GetCare calculates age based on an actual/estimated date-of-birth when entered.
	Solution includes tools for merging / splitting consumers stored within the system;				
N20	(i) County accessible tools,			X	Because GetCare, by design, prevents the deletion of consumer records (and “locked” data elements) from the front-end, RTZ merges/splits consumer records from the back-end at no additional cost.
N21	(ii) Vendor accessible tools.		X		As mentioned, RTZ will handle all merging/splitting of consumer records from the back-end at no additional cost.
	Solution includes that Reports can be run by local and central administrative staff;				

SYSTEM REQUIREMENTS		Place an “X” in Yes or No			Proposer Summary Narrative on how the System Functionality is met.
			X	X	
		Yes - Standard Feature.	No – Not Currently in Solution.		
N22	(i) Standard reports,		X		GetCare includes a comprehensive library of standard report templates; please see our response to the “Standard Reporting” section, above, for more detail.
N23	(ii) Ad Hoc reports.		X		GetCare all end-users to run <i>ad hoc</i> reports; please see our response to the “Ad Hoc Reporting” section, above, for more detail.
N24	Solution includes a “Sandbox” environment for demonstrations, testing and training, for the term of the Contract.		X		Our GetCare solution includes a “sandbox” environment that mimics the production system. RTZ uses this environment demonstration, testing, and training activities; CSS can use this environment to perform acceptance testing.
	Solution includes County administrative controls to:				
N25	<ul style="list-style-type: none"> <li>Lock out future service delivery dates,</li> </ul>		X		GetCare will “lock out” future service delivery dates based on recorded events (e.g. disenrollment or death).  <i>County Clarification: It is County’s intent that there will be not service deliveries with a date future to today.</i>
N26	<ul style="list-style-type: none"> <li>Lock “first ever” service date in the enrollment screen,</li> </ul>		X		As part of our standard set-up process, we will configure GetCare to lock specific data elements (e.g. the “first service date) based on CSS preference.
N27	<ul style="list-style-type: none"> <li>Map services based on CDA requirements for reporting.</li> </ul>		X		GetCare allows AAAs to map local services to CDA (CARS) categories; RTZ will help CSS configure this as part of its standard implementation services.
N28	Solution allows for geocoding and tracking by Supervisorial Districts.		X		GetCare can produce outcome reports that look at consumers/services by supervisorial districts; however, please note that since a community or 5-digit ZIP code can be served by more than one district, the system requires full addresses to perform geocoding.
N29	Solution shall include consumer photo capture and storage.		X		GetCare allows authorized staff to upload a photo of each consumer for identification purposes.



SYSTEM REQUIREMENTS		Place an "X" in Yes or No		
			X	X
		Yes - Standard Feature.	No – Not Currently in Solution.	
				Proposer Summary Narrative on how the System Functionality is met.
N30	Solution shall include support for multiple browsers beyond the current County standard or IE, such as Chrome, Firefox, and Safari.		X	GetCare supports all common web-browsers (including Chrome, Firefox, and Safari).

ADVANCED SYSTEM REQUIREMENTS		Place an "X" in Yes or No			
			X	X	
			Yes - Standard Feature.	No - Not Currently in Solution.	Proposer Summary Narrative on how the Advanced System Functionality is met.
<b>O. ADVANCED SYSTEM</b>					
O1	Solution includes ability to authenticate consumers via biometrics.			X	We can customize GetCare to work with biometric devices (e.g. a fingerprint scanner) as an added-cost option; however, this is not included in the proposed solution.
O2	Solution includes ability for County adult protective services (APS) system (currently Harmony APS) to retrieve AAA consumer information from the Solution.			X	GetCare can exchange data with any third-party software as a value-added option (provided they have a standardized data structure); however, we do not include a built-in interface with the Harmony APS system as part of our standard solution. Based on the preferred configuration of this interface (for example, a real-time bi-directional interface is more complex than a daily batch export), we can price this optional component for CSS prior to contract award.
O3	Solution includes ability to interface with County adult protective services (APS) system (currently Harmony APS) for sending an APS referral from the Solution to the APS system.			X	Please see our response to the previous item.
O4	Solution includes ability for consumers to complete a self intake via Web.			X	The GetCare public website allows consumers to complete a self-assessment which will pre-populate screening/intake forms for county programs (e.g. CBAS).
O5	Solution includes ability for consumers to register for activities, services or events via Web.			X	During the implementation phase, we can configure the public website to include registration forms for one or more CSS programs.

ADVANCED SYSTEM REQUIREMENTS		Place an "X" in Yes or No		
			X	X
			Yes - Standard Feature.	No – Not Currently in Solution.
		Proposer Summary Narrative on how the Advanced System Functionality is met.		
O6	Solution includes ability for “dashboards” for location directors and central administration to monitor activities and events.		X	
O7	Solution includes ability for County to add/modify screen fields.		X	
O8	Solution includes ability for County to create forms for entering data into the system.		X	

WEB SITE FEATURES (PUBLIC VIEW) REQUIREMENTS		Place an "X" in Yes or No		
			X	
		Yes - Standard Feature.		Proposer Summary Narrative on how the Web Site Features is met.
<b>L. WEBSITE FEATURES (PUBLIC VIEW)</b>				
L1	Solution provides the ability to publish data in a read-only manner to a public facing web site.		X	GetCare includes a content management tool that will allow authorized CSS staff to publish, edit, and delete data and other information on the public website.
L2	Solution includes a public facing web site is hosted by the vendor and does not require any web design expertise by the user.		X	Our solution includes a hosted public "ADRC-style" website (please see <a href="http://www.marylandaccesspoint.info">http://www.marylandaccesspoint.info</a> for a illustrative example) with "personal health record" functionality.
L3	Solution includes that the public facing web site allows for resource searching and is directly integrated with the case management resource database.		X	GetCare public websites include a searchable resource directory fully integrated with all professional modules (e.g. I&R, case management, etc.).
L4	Solution displays specified providers on the public facing web site.		X	GetCare public websites display/highlight providers based on customer-defined criteria.
L5	Solution allows out-of-network providers to request inclusion on the public facing web site. Requests are stored in a queue for approval or rejection by the administrator.		X	GetCare public websites allow out-of-network providers to submit listings for publications; all requests will enter a queue for CSS review.
L6	Solution includes that the public facing web site provides multiple out-of-the box search features designed to ensure that the general public can find applicable information on the web site.		X	GetCare public websites include a variety of search tools, from open-ended keyword searches to guided "drill-down" filters.

<p align="center"><b>WEB SITE FEATURES (PUBLIC VIEW) REQUIREMENTS</b></p>		Place an "X" in Yes or No		
			X	
		Yes - Standard Feature.		Proposer Summary Narrative on how the Web Site Features is met.
L7	Solution includes that the public facing web site provides the administrator the ability to customize content and add or hide pages.		X	GetCare includes a content management tool that will allow authorized CSS staff to publish, edit, hide, and delete content on the public website.
L8	Solution includes that the customer facing web site is fully ADA/508 Compliant.		X	RTZ works with agencies serving as advocates for persons with disabilities to routinely test all public websites for compliance with accessibility standards (e.g. ADA/508 compliance) and common assistive devices (e.g. JAWS).
L9	Solution includes that the public facing web site allows for a secure log in.		X	GetCare public websites offer both consumers and providers a secure log-in.
L10	Solution includes that upon log in to public facing web site, consumer can see their personal data that was recorded for them in the case management application, including, at minimum, assessments, service plans, service deliveries, activities, goals, and schedules.		X	GetCare public websites include "personal health record" functionality; i.e. the ability for consumers (and/or authorized caregivers) to securely view and manage their services and health outcomes.
L11	Solution includes that administrators can modify the look and feel of the public facing web site.		X	The standard content management tool allows some modification of the website look-and-feel; RTZ staff can make additional adjustments per our SaaS subscription model.
L12	Solution includes that consumers can request accounts on the public facing web site. Consumer records entered via the web are visible to designated case managers via lists and dashboards inside the Solution.		X	GetCare public websites allow consumers (and providers) to request accounts; the system will send all such requests to a queue for CSS review.

USER INTERFACES REQUIREMENTS		Place an "X" in Yes or No		
			X	
		Yes - Standard Feature.		Proposer Summary Narrative on how the User Interface functionality is met.
<b>M. USER INTERFACES</b>				
M1	Solution includes standard barcode scanning capability and scanner that can identify the consumer to the system at each point of entry for participants and / or other County designated staff use.		X	Our GetCare solution offers built-in support for barcode scanning. CSS can purchase handheld scanners through RTZ or a third-party.
M2	Solution includes multiple user interfaces, including staff, and simplified consumer displays and menus.		X	GetCare provides end-users with a variety of ways to record data (e.g. multiple service recording screens), and also tailors interfaces for different types of end-users (e.g. a different consumer and professional interface for searching the resource directory).
M3	Solution includes menus that progressively step down to more detail menus vs. listing many or all menu options on one screen.		X	GetCare does employ a "tiered" menu structure to simplify system navigation.
M4	Solution includes alternate methods for consumer identification. Example: Client forgot or lost barcode scan card.		X	End-users can locate consumers using any identifying data element (e.g. a name, phone number, etc.).
M5	Solution includes visual interface designed to be compliant with Americans with Disability Act for aging or visually impaired consumer or County staff users.		X	GetCare (both the public website and the professional information system) comply with ADA accessibility standards.
M6	Solution includes a user friendly approach of notifying a user that a consumer is missing critical reporting or service delivery data.		X	GetCare alerts end-users to missing mandatory/desirable data elements in a variety of ways (such as highlighting fields when an end-user attempts to save/close a call record).
M7	Solution includes and interface that is consistent across the entire application and Solution.		X	Many vendors offer AAA software as a broad "suite of products" (all sold under a common brand name). But often these "solutions" consist a patchwork of stitched-together software applications – many developed by third-parties – that were never designed to work as a cohesive whole. To ensure that GetCare offers a seamless end-user experience, we built it as a single, integrated solution (with a consistent look-and-feel across modules).

## SECTION 4 – REPORTING REQUIREMENTS

STANDARD REPORTING REQUIREMENTS		Place an "X" or date as indicated.					
		X	X	X			
		Yes - Available Standard System Report	Yes - Partially available as Standard System Report	Yes - County can create a stored Ad Hoc report			
<b>J. STANDARD REPORTING</b>							
J1	Solution provides comprehensive standard reports on client and service information.	X					
J2	Solution reports may be configured by users through a variety of parameters, filters, and grouping to produce customized reports without assistance from technical resources.	X					
J3	Solution allows users to save, share, and organize customized reports for repeated use.	X					
J4	Solution allows multiple customized reports from the same standard report template.	X					
J5	Solution security permissions limit data retrieved by reports, ensuring authorized users only see information they are allowed to see.	X					
J6	Solution allows reports to be exported to Microsoft Excel format for additional analysis.	X					
J7	Solution allows reports to be printed to any printer accessible by the user.	X					
	Solution standard report templates includes but is not limited to reports addressing following categories and subcategories:						
J8	• Activities and Referrals	X					
J9	• Administrative	X					
	• Assessments	X					
J10	○ Past due reassessments.	X					
J11	○ No assessment in place for consumers that received services within a specified timeframe.	X					
J12	○ Missing ADL/IADL reports.	X					
J13	• Care Plans	X					
	• Consumers						

STANDARD REPORTING REQUIREMENTS		Place an "X" or date as indicated.					
		X	X	X			
		Yes - Available Standard System Report	Yes - Partially available as Standard System Report	Yes - County can create a stored Ad Hoc report			
J14	○ Summary of clients under a specified age.	X					
J15	○ Consumers with missing mandatory demographics, ADL/IADLs and Nutrition Risk.	X					
J16	○ Listing of Caregivers with no Care Receivers on file.	X					
J17	• Contracts, including Summary of contract amount by service provider.	X					
	• Financial						
J18	○ Cost of services delivered and paid by contracted agency.	X					
J19	○ Percent of planned units delivered; where planned unit is equal to contract amount divided by the contracted unit rate.	X					
J20	• Information and Referral	X					
	• Services						
J21	○ Over-service report	X					
J22	○ Clients in waiting list by provider	X					
J23	○ Summary of services delivered, including non-registered units, registered units, clients served (registered and non-registered), and total cost of units delivered.	X					
J24	○ Detail service delivery report, which includes daily units delivered by service by provider.	X					
	Solution standard report templates include:						
J25	• Consumer Activity/Referral Mailing Labels	X					
J26	• Consumer Activity/Referral Report	X					
J27	• Administrator Mailing Label Report	X					
J28	• Providers and Services Report	X					
J29	• User Login report	X					
J30	• Consumer Reassessment Report including filters for delinquents and reassessments due	X					



STANDARD REPORTING REQUIREMENTS		Place an "X" or date as indicated.					
		X	X	X			
		Yes - Available Standard System Report	Yes - Partially available as Standard System Report	Yes - County can create a stored Ad Hoc report			
J31	• Assessment report including filter for missing assessments	X					
J32	• Care Plan Consumer Cost			X			
J33	• Care Plan Monitoring Report	X					
J34	• Suspended Service Plan Report			X			
J35	• Consumer Goal Report			X			
J36	• Consumer Listing Copay Report			X			
J37	• Consumer Listing Report	X					
J38	• Consumer Service Order Report	X					
J39	• Potential Duplicate Consumer Listing Report	X					
J40	• Service Contracts Report	X					
J41	• Consumer Copayment report			X			
J42	• Copay Statement of Invoice Reprint		X				
J43	• Claims Status (grouped by adjustment code)			X			
J44	• Claims Status (grouped by client)	X					
J45	• Invoice Item Report	X					
J46	• Payment Report			X			
J47	• Agency Call Report	X					
J48	• Call Follow-up Report	X					
J49	• Call Mailing Label Report	X					
J50	• Call Profiler Report	X					
J51	• Call Referral Report	X					
J52	• Call Summary Report	X					
J53	• Call Topic Report	X					
J54	• I&R Provider Report	X					
J55	• Agency Summary Report – New Consumers	X					

STANDARD REPORTING REQUIREMENTS		Place an "X" or date as indicated.					
			X	X	X		
			Yes - Available Standard System Report	Yes - Partially available as Standard System Report	Yes - County can create a stored Ad Hoc report		
J56	• Agency Summary Report – Totals Only		X				
J57	• Compact Route Sheet (Daily)		X				
J58	• Compact Route Sheet (Weekly)		X				
J59	• Consumer Contact and Phone Listing Report		X				
J60	• Consumer Quarterly Report		X				
J61	• Consumer Services List Report		X				
J62	• Multi Service Report		X				
J63	• NAPIS Consumer Listing		X				
J64	• NSIP Meal Reports Tab		X				
J65	• NSIP Meal Recipient List		X				
J66	• Consumer Provider Service Report		X				
J67	• Kitchen Report		X				
J68	• Category Monthly Report		X				
J69	• Delivery Consumer Listing		X				
J70	• Delivery Consumer Mailing Label		X				
J71	• Delivery Profile -- Cross Tab		X				
J72	• Service Demographics		X				
J73	• Service Suspension Report				X		
J74	• Topic Profile – Outcome Report		X				
J75	• Topic Profile – Topic Hours Distribution				X		
J76	• Topic Profile – Topic Time Spent Chart				X		
J77	• Waiting List Report by service, provider and client's zip code		X				
	Solution includes County and State of California specific reporting including:						
J78	• CARS		X				

STANDARD REPORTING REQUIREMENTS		Place an "X" or date as indicated.					
			X	X	X		
			Yes - Available Standard System Report	Yes - Partially available as Standard System Report	Yes - County can create a stored Ad Hoc report		
J79	• Legal		X				
J80	• NAPIS		X				
J81	• Closeout		X				

AD HOC REPORTING REQUIREMENTS		Place an "X" in Yes or No		
			X	X
		Yes - Standard Feature.	No - Not Currently in Solution.	Proposer Summary Narrative on how the Ad Hoc Features is met.
<b>K. AD HOC REPORTING</b>				
K1	Solution includes ad hoc reporting capability allowing designated report developers to dynamically query and extract data without assistance technical resources or the vendor.		X	GetCare includes an integrated report writer that enables end-users to create (and save) custom reports (many vendors claim to offer an integrated report writer, but actually use ActiveX controls to access third-party software; these outward-facing databases can compromise system usability and security). Most staff use the standard reports for day-to-day operations, and use the integrated report writer for <i>ad hoc</i> queries. Please note that our report writer has an intuitive interface, and does not require end-users to know SQL or other query languages. This means that even non-technical end-users can perform custom queries for any date range for any variable (or combination thereof). Authorized end-users can also extract datasets for advanced analyses.
K2	Solution's ad hoc reporting dataset includes all of the fields listed in <i>Appendix B Exhibit 6 "Ad Hoc Minimum Data Fields"</i> .		X	The GetCare <i>ad hoc</i> reporting dataset includes all of the "Minimum Data Fields" listed in Appendix B of the RFP.
K3	Solution's ad hoc reporting dataset includes a full copy of the agency's transactional database, ensuring that all data fields and elements are available for inclusion in reports.		X	The GetCare report writer uses a real-time data warehouse; i.e. a complete, current copy of your transactional database.

AD HOC REPORTING REQUIREMENTS		Place an “X” in Yes or No		
			X	X
		Yes - Standard Feature.	No – Not Currently in Solution.	Proposer Summary Narrative on how the Ad Hoc Features is met.
K4	Solution’s ad hoc reporting engine can access and use configuration tables as elements within an ad hoc report, including but not limited to display, filter and sort capabilities.		X	End-users can select display, filter, and sort variables prior to running a custom report.
K5	Solution’s ad hoc reporting engine is a user-friendly, wizard-driven reporting tool, allowing report writers to create, publish, schedule, and distribute ad hoc and custom reports.		X	As mentioned, the GetCare report writer has an intuitive user-friendly interface. It enables non-technical end-users to create and share custom templates and custom reports with others.
K6	Solution’s ad hoc reporting engine is a hosted application that is independent of the live Solution’s transactional database and control tables, allowing users to execute computing-resource intensive reports without impacting the performance of the live system.		X	GetCare includes a discrete data warehouse which enables end-users to run custom reports in seconds without degrading the performance of the production database.
K7	Solution’s ad hoc reporting database is refreshed nightly to reflect the most current information.		X	GetCare updates the aforementioned data warehouse in real-time using transaction-based “triggers.”

AD HOC REPORTING REQUIREMENTS		Place an "X" in Yes or No		
		X	X	
		Yes - Standard Feature.	No – Not Currently in Solution.	Proposer Summary Narrative on how the Ad Hoc Features is met.
K8	Solution's ad hoc reporting uses an MS SQL database and industry-standard applications such as MS SharePoint and MS SQL Report Builder.		X	GetCare uses a proprietary postgresQL structure (an "enterprise-class" ORDMBS with a reputation for reliability and integrity) for its production database, and SQL for its data warehouse (the latter is used primarily for reporting and exporting purposes). The SQL implementation in both complies with the ANSI-SQL:2008 standard. The system uses a proprietary version of JasperReports (an open-source platform with widespread industry adoption), and offers compatibility with third-party tools (such as SAP Crystal Reports and MS SQL Report Builder).
K9	Solution's ad hoc reporting capabilities allow report writers to create formatted reports, charts or data sets for print or export to other applications (e.g., spreadsheets, statistical applications.) in a variety of formats.		X	As mentioned, end-users can use the integrated <i>ad hoc</i> reporting tools to create, print, save, and share both formatted reports and unformatted datasets (the latter which can be exported to third-party spreadsheet and statistical applications for further analysis and/or advanced charting/graphing).
K10	Solution's ad hoc reporting engine supports upload/download to websites, processing options, email links to executed reports, report subscriptions and delivery schedules, and data visualization tools for creating charts, graphs, and dashboards.		X	GetCare allows end-users to share reports with other end-users within the system. End-users can also save reports, which they can, in turn, upload to websites or email to individuals outside of the system. GetCare includes some data visualization tools; we plan to introduce new dashboards apps in future system updates.

AD HOC REPORTING REQUIREMENTS		Place an “X” in Yes or No		
		X	X	
		Yes - Standard Feature.	No – Not Currently in Solution.	Proposer Summary Narrative on how the Ad Hoc Features is met.
K11	Solution’s ad hoc reporting engine uses a Microsoft Office-style interface with “Drag & Drop” report development features including wizards to assist with formatting, layout, and query creation.		X	Although GetCare allows end-users to create <i>ad hoc</i> reports, it does not support “drag and drop” layout adjustments. That said, a significant advantage of our “software as a service” model is that RTZ technicians can create standard templates for CSS. This results in cleaner looking reports (often with more streamlined queries) than those created within a “drag-and-drop” design framework.

## SECTION 5 – SECURITY REQUIREMENTS

1. County reserves the right to conduct a security audit for Contractor that handles or hosts County data.
2. Contractor shall maintain an Information Security Program, including written security policies, standards, procedures and guidelines.
3. Solution shall have information security infrastructure including a management framework that is established to initiate and control the implementation of information security within the organization.
4. Solution shall have security for third party access including organization IT facilities and information assets that control the access of non-organizational third parties and must be kept secure.
5. Solution shall include outsourcing security of information, which must be maintained even when the responsibility for the processing has been outsourced to another organization.
6. Solution shall include accounting of assets in such a way that there is an appropriate accounting of organizational assets (hardware, software, data, etc.).
7. Solution shall include security classifications that are used to indicate the need for, and priorities for, security protection of information assets.
8. Solution shall include security in job definitions and resourcing in such a way that security is addressed at the recruitment stage, included in job descriptions and contracts, and is monitored during an individual's employment.
9. Solution shall include security user training such that users are trained in security procedures and the correct use of IT facilities.
10. Solution shall include security procedures such that incidents affecting security are formally reported through management channels as quickly as possible with follow-up documentation.  
\*Note: Contractor is required to report all security incidents to County.
11. Solution shall include IT facilities that include and support secure areas for critical or sensitive business activities.
12. Solution shall include equipment security such that equipment is physically protected from security threats and environmental hazards.
13. Solution shall include that information and information processing facilities are protected from disclosure to, modification of, or theft by, unauthorized persons, and controls should be in place to minimize loss or damage.
14. Solution shall include operational procedures and responsibilities for the management and operation of all computers and networks.
15. Solution shall include system planning and acceptance that insures the availability of adequate capacity and resources.
16. Solution shall include protection from malicious software by applying precautions to prevent and detect the introduction of malicious software such that the integrity of software and data is safeguarded.



17. Solution shall include routine procedures that are established for making backup copies of data, logging events and faults, and where appropriate, monitoring the equipment environment.
18. Solution shall include network management and security of computer networks that may span organizational boundaries such that information is safeguarded and the supporting infrastructure is protected.
19. Solution shall ensure that computer media is controlled and physically protected to prevent damage to assets and interruptions to business activities.
20. Solution shall ensure that exchanges of data and software between organizations are controlled to prevent loss, modification, or misuse of data.
21. Solution shall ensure that policies for information dissemination and entitlement must control access to computer services and data on the basis of business requirements.
22. Solution shall include user access management in such a way that there are formal procedures and controls for allocation of access rights to IT services.
23. Solution shall ensure that users must be made aware of their responsibilities for maintaining effective access controls, particularly regarding the use of passwords and security of user equipment.
24. Solution shall include network access control in such a way that connections to network services are controlled to ensure that connected users or computer services do not compromise the security of any other networked services.
25. Solution shall include operating system access control in such a way that access to computers is strictly limited through the use of appropriate access controls.
26. Solution shall include application access control in such a way that there are logical access controls that are enacted to protect application systems and data from unauthorized access.
27. Solution shall include the monitoring of system access and use in such a way that systems are monitored to ensure conformity with access policy and standards, to detect unauthorized activities and to determine the effectiveness of adopted security measures.
28. Solution shall include security for mobile commuting and teleworking in such a way that the organization examines the risks and applies the appropriate protection to the involved equipment or site.
29. Solution shall ensure that security is built into IT systems, security requirements are identified, justified, agree to, and documented as part of the requirements definition stage of all IT system development projects.
30. Solution shall ensure that security controls that conform to commonly accepted industry standards of good security practice and must be designed into applications system to prevent loss, modification, or misuse of user data.
31. Solution shall include cryptographic controls to protect the confidentiality, authenticity, or integrity of information; cryptographic systems and techniques must be used for complete protection of information that is considered at risk. *\*Note:* County requires encryption or equivalent security on County consumer information.
32. Solution shall include security of system files in such a way that IT projects and support activities are conducted in a secure manner, the responsibility for controlling access to

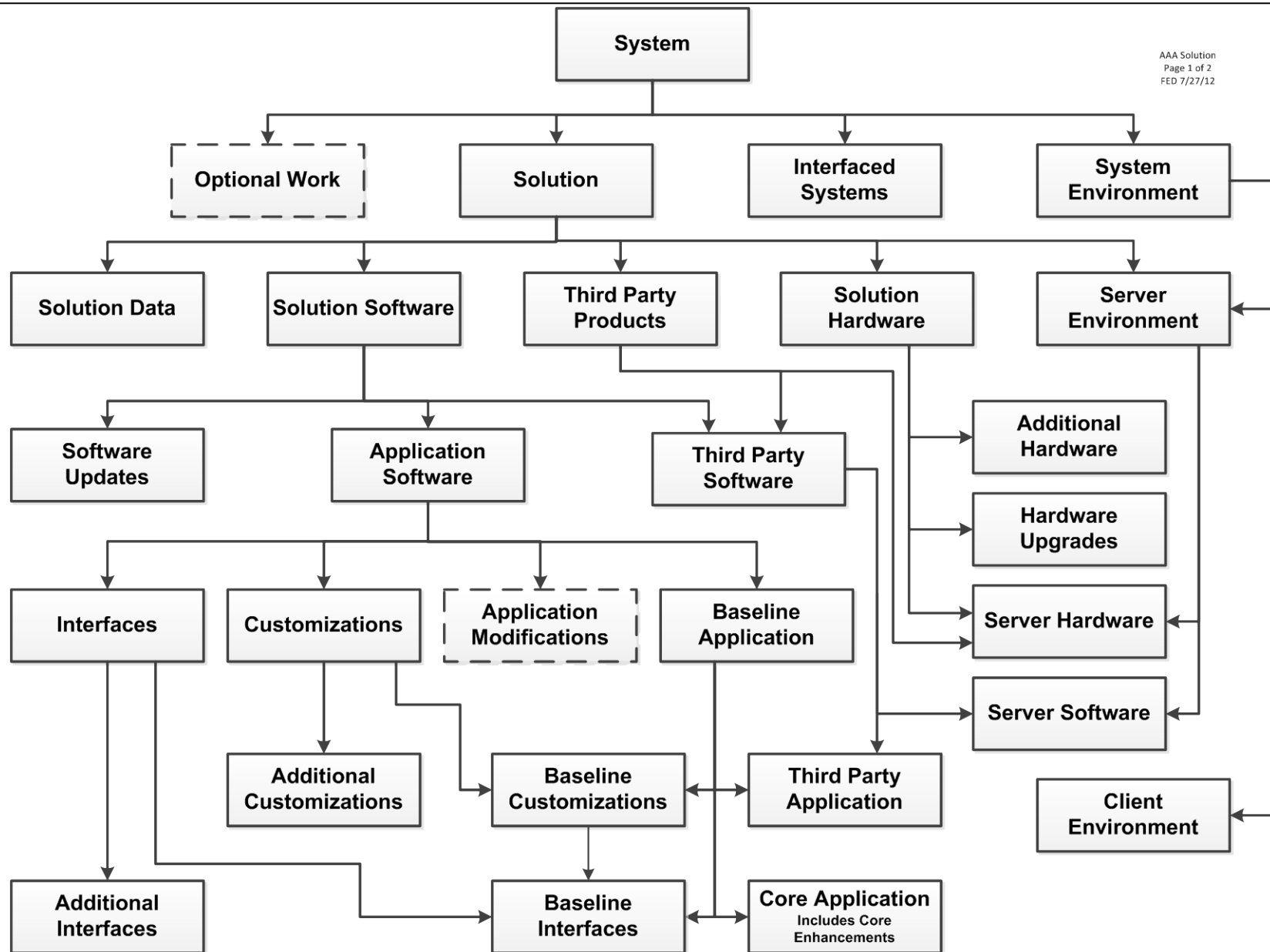
- application system files must be assigned to and carried out by the owning user function or development group.
33. Solution shall include security in development and support environments in such a way that project and support environments are strictly controlled to maintain the security of application system software and data.
  34. Solution shall include business continuity planning in such a way that they minimize and counteract interruptions to business activities.
  35. Solution shall include disaster recovery planning in such a way that disaster recovery plans are available to provide recovery of IT systems, especially those required to support critical programs and services.
  36. Solution shall include compliance with legal requirements that are relevant for each IT system which are then identified and documented.
  37. Solution shall include regular reviews of security policy and technical compliance of the IT systems with organizational security policies and standards.
  38. Solution shall include system audit considerations in such a way that there are controls over operational systems and audit tools during system audits to minimize interference to and from the system audit process and to protect the integrity and prevent the misuse of audit tools.
  39. Solution shall include formal review and approvals from major stakeholders.

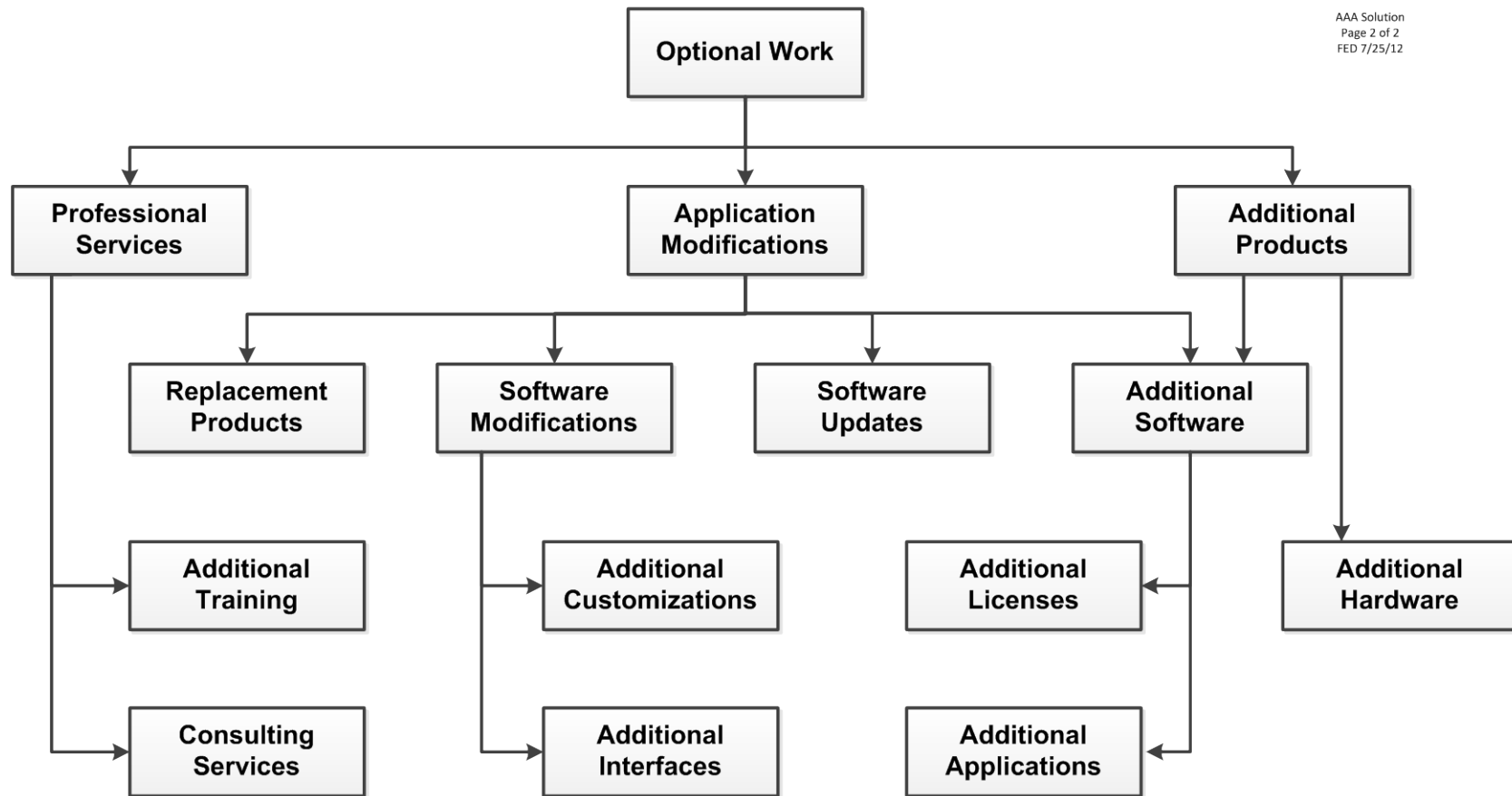
## SECTION 6 – BASELINE CUSTOMIZATIONS

Below are “Application Add-Ins” selected by County as Baseline Customizations and included in the Implementation Cost. These selected “Desired Features” are taken from the RFP and Proposer Cost Sheet. The Reference ID refers back to the Cost Sheet and/or Requirements as listed in this document.

Reference ID		Description	Cost
1	SOW Exhibit 3	Invoice Summary Part A and Part B	\$9,000
2	SOW Exhibit 3	Part B matrix (grid type) data entry screen into Solution Core Application	\$7,000
3	SOW Exhibit 2	Remote Memory Scanner uploading of Services  <i>County Clarification: Using the OPN 2001 Data Collector scanner. Reference Exhibit 2 Remote Memory Scanner Specifications.</i>	\$8,000
4	RFP Appendix B, Exhibit 6	Solution can publish resource directory to standard public facing web site.  <i>County Clarification - Cost Sheet indicates this is already included in the Core Application.</i>	None
5	General Business Functionalities, A28	<i>County Clarification - Cost Sheet indicates this is already included in the Core Application.</i>	None
6	Information and Referral, B6	Solution can publish resource directory to standard public facing web site.  <i>County Clarification - Cost Sheet indicates this is included in the Core Application.</i>	None
7	Provider Access, I. 15	Solution includes a provider access system that provides for a standardized file upload feature to upload consumers and service deliveries from third party systems.	\$12,000
8	Website Features (Public View), L	<i>County Clarification - Cost Sheet indicates this is already included in the Core Application.</i>	None
9	Advanced System, O2	Solution includes ability for County adult protective services (APS) system (currently Harmony APS) to retrieve AAA consumer information from the Solution.	\$10,000
10	Advanced System, O3	Solution includes ability to interface with County adult protective services (APS) system (currently Harmony APS) for sending an APS referral from the Solution to the APS system.	\$10,000

**ATTACHMENT A.2**  
**SYSTEM CONFIGURATION**  
**FOR**  
**AAA SOLUTION**





**ATTACHMENT A.3**  
**BASELINE APPLICATION**  
**FOR**  
**AAA SOLUTION**

## **BASELINE APPLICATION**

The Baseline Application for the AAA Solution on the Effective includes but is not limited to the following components:

### **1. CORE APPLICATION**

- GetCare “Fourth Generation” released 2012
- Single integrated solution
- I & R
- Assessment
- Intake / enrollment
- Case Management
- Service Plan / Delivery
- Financial Management
- Vendor Management
- Reporting
- Unlimited no-cost technical assistance
- Core Application including Core Enhancements (those functionalities that were added to the Core Application either after the County issued the RFP or that the Contractor added to meet Minimum Requirements or other Desired Features).

### **2. BASELINE INTERFACES**

- Data Extraction to County Data Store
- County to State of California CARS system.
- “GetCare” Consumer export to Xavus – My Senior Center
- AAA Service Delivery Import from Xavus – My Senior Center
- Import of new Consumer records into “GetCare”
- AAA Service Delivery Import from memory scanner



### 3. BASELINE CUSTOMIZATIONS

PRIORITY	BASELINE CUSTOMIZATIONS FOR COUNTY SELECTED APPLICATION ADD-INS	SUB-DELIVERABLE AMOUNT	10% HOLDBACK	EXTENDED AMOUNT
1	SOW – Exhibit 3 – Invoice Summary, Part A and Part B	\$ 9000.00	\$ 900.00	\$ 8100.00
1	SOW – Exhibit 3, Part B matrix (grid type) data entry screen into Solution Core Application	\$ 7000.00	\$ 700.00	\$6,300.00
3	SOW – Exhibit 2, Remote Memory Scanner (Opticon OPN 2001 Data Collector) uploading of Services.	\$8,000.00	\$800.00	\$7,200.00
4	Provider Access, I.15: Add to Solution that a provider access system provides for a standardized file upload feature to upload consumers and service deliveries from third part systems.	\$12,000.00	\$1,200.00	\$10,800.00
	<b>TOTAL – COUNTY SELECT APPLICATION ADD-INS</b>	<b>\$36,000.00</b>	<b>\$3,600.00</b>	<b>\$32,400.00</b>

**EXHIBIT B**  
**PRICING SCHEDULE**  
**FOR**  
**AAA SOLUTION**

**1. GENERAL**

This Exhibit B (Pricing Schedule) sets forth the pricing and payment terms for the Work to be provided by Contractor under the Agreement. The following Schedules are attached to and form a part of this Exhibit B:

Schedule B.1 – Optional Work Schedule

**2. DELIVERABLES**

Contractor will be paid the Implementation Cost on a fixed-price basis for completed and accepted Deliverables as provided herein below. The payments shall be subject to holdbacks which will be withheld by County and released to Contractor pursuant to the provisions of *Paragraph 9.6 (Holdbacks) of the Base Agreement*. The Deliverable payments shall be calculated as follows:

$$\text{EXTENDED AMOUNT}^1 = \text{DELIVERABLE AMOUNT} - 10\% \text{ DELIVERABLE HOLDBACK}$$

DELIVERABLE	DELIVERABLE AMOUNT	10% HOLDBACK *	EXTENDED AMOUNT <sup>1</sup>
1.1 Project Plan	\$0.00	\$0.00	\$0.00
1.2 Complete Status Reports and Conferences	\$0.00	\$0.00	\$0.00
2.1 Modifications to Core Application	\$36,000.00	\$3,600.00	\$32,400.00
2.2 Deployed Sandbox	\$0.00	\$0.00	\$0.00
2.3 UAT Plan and Test Completed	\$0.00	\$0.00	\$0.00
2.4 Deployed Baseline Application	\$25,000.00	\$2,500.00	\$22,500.00
3.1 Mandatory State of California Reports Complete	\$0.00	\$0.00	\$0.00
3.2 Local Reports Complete	\$25,000.00	\$2,500.00	\$22,500.00
4.1 Data Migration Plan	\$0.00	\$0.00	\$0.00
4.2 Tested Data Migration	\$0.00	\$0.00	\$0.00
4.3 Production Data Migration	\$0.00	\$0.00	\$0.00
5.1 Solution Data Extraction Functional	\$25,000.00	\$2,500.00	\$22,500.00
6.1 Periodic Consumer Export Functional	\$0.00	\$0.00	\$0.00
6.2 AAA Import of Service Delivery Functional	\$25,000.00	\$2,500.00	\$22,500.00
7.1 Response Time Method and Baseline Established	\$0.00	\$0.00	\$0.00
7.2 Volume Test Completed	\$25,000.00	\$2,500.00	\$22,500.00
8.1 Training Plan	\$0.00	\$0.00	\$0.00
8.2 Training Scenarios	\$25,000.00	\$2,500.00	\$22,500.00
8.3 Completed Production Training	\$0.00	\$0.00	\$0.00
9.1 Technical Readiness	\$0.00	\$0.00	\$0.00
9.2 Functional Readiness	\$0.00	\$0.00	\$0.00

9.3 Go-Live	\$55,500	\$5,550.00	\$49,950.00
9.4 Final Acceptance	\$0.00	\$0.00	\$0.00
10.1 Provide System Maintenance Plan	\$0.00	\$0.00	\$0.00
10.2 System Maintenance	\$0.00	\$0.00	\$0.00
11.1 Optional Work #	\$0.00	\$0.00	\$0.00
<b>TOTAL – IMPLEMENTATION COST</b>	<b>\$241,500.00</b>	<b>\$24,150.00</b>	<b>\$217,350</b>

\* Holdbacks will be released to Contractor upon Final Acceptance.

# Contractor will be paid for Optional Work following Contractor's completion and County's approval of such Work in accordance with the applicable Scope of Work and the terms of this Agreement.

### 3. **IMPLEMENTATION COST**

The Implementation Cost consists of the following pricing components:

<b>IMPLEMENTATION SERVICES (ONE TIME)</b>	<b>TOTAL COST</b>
Deployment of COTS Configuration	\$115,000
Data Migration	\$0
System Training (On-Site)	\$28,000
Data Warehouse Extract	\$30,000
Response Time Monitoring	\$7,500
Ongoing Consumer Export	\$25,000
Modifications to Core Application	\$36,000
<b>TOTAL IMPLEMENTATION COST</b>	<b>\$241,500</b>

### 4. **MAINTENANCE FEES**

County will pay Contractor the Maintenance Fees monthly in arrears (Monthly Fees), or as otherwise may be required by County, calculated based on the Annual Fee of \$240,000 for (451-500) Users or \$252,000 for (501-550 Users) each year of System Maintenance, as may be appropriately adjusted for Service Credits or other adjustments allowed under the terms of the Agreement. Annual Fees shall not increase during the Initial Term and are subject to COLA from the previous year for each year of the Extended Term of the Agreement capped at 3% per year.

<b>MAINTENANCE FEES</b>	<b>SUBTOTAL</b>	<b>TOTAL</b>
Annual Fees Year 1 – 4 (Initial Term)	\$ 252,000	\$1,008,000
Annual Fees Maximum COLA Year 5 (Extended Term)	\$259,560	\$259,560
Annual Fees Maximum COLA Year 6 (Extended Term)	\$267,347	\$267,347
<b>TOTAL MAINTENANCE FEES</b>		<b>\$1,534,907</b>

## 5. OPTIONAL WORK

Any agreed upon Optional Work shall be provided in accordance with *Paragraphs 5.4 (Optional Work) and 8.4 (Optional Work) of the Base Agreement* and *Task 11 (Optional Work) Exhibit A (Statement of Work)* following agreement on a not-to-exceed Maximum Fixed Price and the Scope of Work. All travel and living expenses must be included in the Maximum Fixed Price quoted. If included in the Maximum Fixed Price, such travel and living expenses may be reimbursed only if reasonable, are quoted and approved in advance by County, are based on actual expenditures and do not exceed County's then current travel expense reimbursement rates.

Any Professional Services provided by Contractor to County as part of Optional Work under the Agreement shall be calculated at the blended Fixed Hourly Rate of \$110.00 per hour. The Fixed Hourly Rate shall not increase during the Initial Term of the Agreement and shall increase by no more than COLA in each year of the Extended Term capped at 3% per year.

## 6. POOL DOLLARS

This Agreement allocates the maximum amount of \$265,593 in Pool Dollars. Pool Dollars may be used for acquiring Optional Work provided by Contractor pursuant to the applicable terms of the Agreement as specified in Section 5 (Optional Work) above by executing a Change Notice in accordance with *Paragraph 4.2 (Change Notices) of the Base Agreement*. Following acquisition of Optional Work using Pool Dollars, Schedule B.1 (Optional Work Schedule) shall be updated by County to reflect the Optional Work acquired and the remaining Pool Dollars balance.

## 7. CONTRACT SUM

Contract Sum shall be County's maximum obligation under the Agreement and shall include the cost of the Solution, Implementation Services, System Maintenance and Pool Dollars for Optional Work. The Contract Sum under the Agreement, including any and all sales tax amounts, is Two Million, Fourty Two Thousand Dollars (\$2,042,000) and includes the following components:

CONTRACT SUM COMPONENTS	TOTAL
Implementation Cost (one time)	\$241,500
Maintenance Fees	\$1,534,907
Pool Dollars (Agreement term)	\$265,593
<b>CONTRACT SUM</b>	<b>\$2,042,000</b>

**SCHEDULE B.1**  
**OPTIONAL WORK SCHEDULE**  
**FOR**  
**AAA SOLUTION**

## 1. OPTIONAL WORK

In the event County elects to acquire any of the Optional Work specified below, such Optional Work shall be provided by Contractor to County at the applicable Maximum Fixed Price set forth in this Section 1 below.

ITEM NO.	DESCRIPTION / TYPE (CONSULTING SERVICES, ADDITIONAL TRAINING, ADDITIONAL HARDWARE, ADDITIONAL SOFTWARE, ADDITIONAL CUSTOMIZATIONS, ADDITIONAL INTERFACES)	REQUEST DATE	DELIVERY DATE	COUNTY APPROVAL DATE	MAXIMUM FIXED PRICE
	Advanced System O2 Add to Solution the ability for County adult protective services (APS) system (currently Harmony APS to retrieve AAA consumer information from the Solution.				\$10,000
	Advanced System, O3Add to the Solution the ability to interface with County adult protective services (APS) for sending an APS referral from the Solution to the APS system.				\$10,000
	<b>SUBTOTAL</b>				\$

## 2. POOL DOLLARS

EVENT (Effective Date, Change Notice, Amendment)	EVENT DATE	ADJUSTED AMOUNT (“+”, “-”)	REMAINING AMOUNT
Effective Date			\$ 265,593

**EXHIBIT C**  
**PROJECT SCHEDULE**  
**FOR**  
**AAA SOLUTION**



## **EXHIBIT C**

### **PROJECT SCHEDULE**

This Exhibit C (Project Schedule) sets forth the Due Dates for the provision by Contractor of the Implementation Services along with other Work to be provided under the Statement of Work. The Project Schedule shall be updated and finalized upon Contractor's completion and County's approval of *Deliverable 1.1 (Project Plan) of Exhibit A (Statement of Work)*.

DELIVERABLE DESCRIPTION	MILESTONE	DUE DATE	DEPENDENCY
1.1 Project Plan			
1.2 Complete Status Reports and Conferences			
2.1 Modifications to Core Application **	1		
2.2 Deployed Sandbox			
2.3 UAT Plan and Test Completed			
2.4 Deployed Baseline Application			2.1, 2.2
3.1 Mandatory State of California Reports Complete			2.4, 4.3
3.2 Local Reports Complete	2		3.1
4.1 Data Migration Plan			
4.2 Tested Data Migration			2.4
4.3 Production Data Migration			4.2
5.1 Solution Data Extraction Functional	3		3.2
6.1 Periodic Consumer Export Functional			3.2
6.2 AAA Import of Service Delivery Functional			2.1, 6.1
7.1 Response Time Method and Baseline Established			
7.2 Volume Test Completed	4		
8.1 Training Plan			
8.2 Training Scenarios			8.1
8.3 Completed Production Training			
9.1 Technical Readiness			All prior tasks
9.2 Functional Readiness			All prior tasks
9.3 Go-Live	5		9.1, 9.2
9.4 Final Acceptance			
10.1 Provide System Maintenance Plan			
10.2 System Maintenance			
11.1 Optional Work			

**EXHIBIT D**  
**SERVICE LEVEL AGREEMENT**  
**FOR**  
**AAA SOLUTION**

1. **GENERAL**

This Exhibit D sets forth the scope of, and Contractor's service level commitment regarding, the maintenance, operational support, hosting and monitoring of the Solution, including, but not limited to, service levels consisting of Maintenance Services, Support Services, correction of Deficiencies, warranties and County's remedies for Contractor's failure to meet the service level commitment specified herein. Capitalized terms used in this Exhibit D without definition shall have the meanings given to such terms in the Base Agreement.

The following Schedules are attached to and form a part of this Exhibit D:

*Schedule D.1 – Network Data Classification Standard*

*Schedule D.2 – IT Confidentiality and Acceptable Use Agreement (County of Los Angeles Agreement for Acceptable Use and Confidentiality of County's Information Technology Assets, Computers, Networks, System and Data)*

2. **SCOPE OF SERVICES**

2.1 **DESCRIPTION**

Contractor shall provide service levels relating to System Maintenance specified in the Base Agreement and this Exhibit D, as more fully described below. System Maintenance shall include Maintenance Services and Support Services. System Maintenance shall commence upon Go-Live of the Solution and shall continue for the term of the Agreement.

2.2 **DEFINITIONS**

**"Business Hours"** shall mean 8:00 a.m. to 5:00 p.m. Pacific Time (PT) Monday through Friday except for County approved holidays.

**"Critical Deficiency"** shall mean a Deficiency of Priority Level 1, as further described in Section 5.2.1 (Problem Correction Priorities).

**"Customer Support"** shall have the meaning specified in Section 4.1 (Scope of Support).

**"Days of Operation"** shall mean 365/366 days per year, 6:00 a.m. to 9:00 p.m. Pacific Time (PT), excluding County recognized holidays and "Scheduled Downtime".

**"Disabling Device"** shall the meaning specified in Section 6.1 (General Warranties).

**"Disaster"** shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environment and requires Contractor to invoke the Disaster Recovery Plan.

**"Disaster Recovery"** shall mean and refer to Contractor's obligations described in Section 4.5 (Backup and Disaster Recovery).

**"Disaster Recovery Plan"** shall have the meaning specified in Section 4.5 (Backup and Disaster Recovery).

**"Downtime"** shall mean the period of time when the Solution or any Solution component is unavailable, including Unscheduled Downtime and Scheduled Downtime.

**"Low Deficiency"** shall mean a Deficiency of Priority Level 4, as further described in Section 5.2.1 (Problem Correction Priorities).

**Maintenance Services"** shall mean any goods or services provided under this Agreement for maintaining the Solution, including but not limited to updates, corrections, enhancements

and other Updates to the Solution, interfaces, data extractions, system availability, data security and reports, as further specified in Section 3 (Maintenance Services).

**“Major Deficiency”** shall mean a Deficiency of Priority Level 1 or Priority Level 2, as further described in Section 5.2.1 (Problem Correction Priorities).

**“Moderate Deficiency”** shall mean a Deficiency of Priority Level 3, as further described in Section 5.2.1 (Problem Correction Priorities).

**“Off-Business Hours”** shall mean all hours that are not Business Hours or Scheduled Downtime.

**“Peak Period”** shall mean the combined times of 10:00 a.m. to 12:00 p.m. and 2:00 p.m. to 4:00 p.m. Pacific Time (PT) Monday through Friday except for County approved holidays.

**“Priority Level”** shall mean the applicable Deficiency severity level for correcting Deficiencies, as described in Section 5.2 (Resolution of Deficiencies).

**“Response Time”** shall mean the time elapsed for a transaction within the hosted gateway, as may be further specified in Attachment A.1 (System Requirements) and this Exhibit D.

**“Response Time Baseline”** shall mean the County specified baseline for Response Time, as further described in this Exhibit D, established in accordance with Subtask 3.1 (Establish Response Time Baseline and Method) of Exhibit A (Statement of Work).

**“Response Time Deficiency”** shall mean System not responding within the prescribed Response Time Baseline, as further described in Section 6.3 (System Performance Requirements).

**“Scheduled Downtime”** shall mean that the Solution cannot be accessed due to System scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Section 3.2 (Scheduled Downtime).

**“Service Credits”** shall mean credits or any other form of discount to be applied to the applicable Maintenance Fees for Contractor’s failure to timely correct Deficiencies as specified in this Exhibit D.

**“Service Level Agreement”; “SLA”** shall mean and refer to Contractor’s service level commitment regarding System Maintenance as required by the Agreement and this Exhibit D, including but not limited to Maintenance Services, Support Services and warranties specified herein.

**“Severe Deficiency”** shall mean a Deficiency of Priority Level 2, as further described in Section 5.2.1 (Problem Correction Priorities).

**“Support Hours”** shall have the meaning specified in Section 4.2 (Customer Support).

**“Support Services”** shall mean any goods or services provided under this Agreement in support of the Solution, including but not limited to updates, corrections, enhancements, customer support, interfaces, data extractions, system availability, data security, reports and any applicable regulatory compliance, as further specified in Section 4 (Support Services).

**“System Availability”** shall mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the Total Monthly Time and thereafter dividing the difference so obtained by the Total Monthly Time.

**“System Availability Deficiency”** shall mean the System not meeting any of the System Availability requirements as specified in this Exhibit D.

**“System Performance”** shall mean the performance of the System with respect to Response Time, System Availability and Disaster Recovery.

**“System Performance Deficiency”** shall mean System not meeting any of the System Performance Requirements as specified in Section 6.3 (System Performance Requirements).

**“System Performance Requirements”** shall mean the requirements for System Performance, including Section 6.3 (System Performance Requirements).

**“Total Monthly Time”** shall mean all minutes in the Days of Operation for a calendar month, excluding Scheduled Downtime.

**“Unscheduled Downtime”** shall have the meaning specified in Section 7.2 (Service Credits).

### 3. **MAINTENANCE SERVICES**

As part of System Maintenance, Contractor shall provide maintenance of the System including the provision of Updates (hereinafter “Maintenance Services”), as provided in this Section 3.

#### 3.1 SOLUTION MAINTENANCE

##### 3.1.1 APPLICATION SOFTWARE

Contractor shall provide Software Updates to the Solution Software to keep current with Contractor’s hosting technology standards, industry standards, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., the System Requirements and as provided to Contractor’s general customer base, all in accordance with this Exhibit D and in coordination with County’s Project Manager. By definition, such Software Updates shall include, but not be limited to, enhancements, Version Releases and other improvements and modifications to the Solution Software, including Application Software.

Without limiting any other provisions of this Agreement, including, without limitation, this Exhibit D, Software Updates to the Application Software shall be provided to County at least twice every year, unless otherwise agreed to by County and Contractor.

Contractor shall notify County of all Software Updates to the Solution Software prior to the anticipated installation date thereof. Contractor’s provision and installation of such Software Updates to the Solution Software shall be at no additional cost to County beyond any applicable Maintenance Fees. Any Software Updates necessary to remedy security problems in the Solution Software (e.g., closing “back doors” or other intrusion-related problems) shall be provided promptly following Contractor’s knowledge of such problems. County shall also be notified in writing within five (5) calendar days of Contractor’s knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the Solution Data or any other County data, subject to the provisions of Paragraph 18 (Confidentiality and Security) of the Base Agreement.

##### 3.1.2 SERVER SOFTWARE

As part of Maintenance Services, Contractor shall also provide maintenance of the Server Software that is part of the Server Environment for the Solution, including but not limited to operating software, database software and other software installed in the Server Environment

that is not Application Software. Contractor shall update, upgrade or replace these Server Software components during the term of the Agreement to comply with the System Requirements and the warranties specified in this Agreement and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Agreement.

Contractor shall provide Software Updates to the Server Software to keep current with Contractor's hosting technology standards, industry standards, Software Updates to the Application Software and other Application Modifications, all in coordination with County's Project Manager.

**3.1.3 THIRD PARTY PRODUCTS**

Maintenance Services additionally include maintaining compatibility of the Solution Software with any Third Party Products that may be acquired by County under this Agreement as Optional Work, including Third Party Software and Additional Hardware. Prior to the installation of any Third Party Product, or any update thereto, Contractor shall test and ensure such Third Party Product's compatibility with the then current version of the Solution Software. Contractor shall all ensure that the Solution Software is compatible with the required or critical updates to Third Party Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

Notwithstanding the foregoing, any Third Party Application that may be incorporated by Contractor into the Application Software shall be subject to the same System Maintenance obligations and requirements as the Application Software components that are owned by, or are proprietary to, Contractor.

**3.1.4 SERVER HARDWARE**

As part of Maintenance Services, Contractor shall provide maintenance of the Server Hardware components surrounding the Solution Software, including but not limited to all equipment and networking components and other Hardware Upgrades at no additional cost to County beyond the applicable Maintenance Fees. Contractor shall repair, upgrade or replace these Server Hardware components during the term of the Agreement to comply with the System Requirements and the warranties specified in this Agreement and to support, and be compatible with, the Solution Software including any Application Modifications provided by Contractor under the Agreement.

**3.1.5 CLIENT ENVIRONMENT**

As part of Maintenance Services, Contractor shall, during the term of the Agreement, maintain the Solution's compatibility with County's Client Environment by providing, among others, Software Updates to the Solution Software and Hardware Upgrades to the Solution Hardware.

**3.2 SCHEDULED DOWNTIME**

Unless agreed to otherwise in advance by County and Contractor, Contractor shall provide all Maintenance Services, including installation of Updates, during Scheduled Downtime.

For the purpose of this Exhibit D, Scheduled Downtime shall occur on Sundays between the hours of 3:00 p.m. and 9:00 p.m. Pacific Time (PT). Contractor may change the Scheduled Downtime window by notifying County at least three (3) days prior to modifying the Scheduled Downtime, subject to approval by County's Project Manager. Any Downtime

outside of the above window of time without such prior notice and County's Project Manager's approval shall be considered **Unscheduled Downtime** and shall entitle County to remedies as specified in this Exhibit D. Notwithstanding the foregoing, Contractor may request **Solution Downtime** for the provision of an emergency correction to the Solution. Such Downtime shall be deemed **Scheduled Downtime**, provided that it has been approved by County's Project Manager.

**4. SUPPORT SERVICES**

**4.1 SCOPE OF SUPPORT**

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies as specified in this Exhibit D. As part of its Support Services, Contractor shall provide operational support for the Solution during the Support Hours, which shall include without limitation providing a point of contact for all System problems by maintaining a system for customer support ("Customer Support"). Such operational support shall include Support Services to correct any failure of the Solution and to remedy Deficiencies in accordance with Section 5 (Correction of Deficiencies) to ensure that the Solution operates in accordance with the Specifications, including System Requirements, warranties and other requirements under the Agreement. Requests for Customer Support will be submitted by County's technical support via telephone and/or Contractor's web-based trouble ticketing system. In the event that the Contractor's web-based trouble ticketing system is not available County, County may use email or any other reasonable means to request Customer Support. Customer Support shall respond with a plan for resolving each Deficiency and respond to County's Project Manager within the applicable required period specified in Section 5.2.1 (Problem Correction Priorities) depending on the Priority Level of the Deficiency.

**4.2 CUSTOMER SUPPORT**

In addition to the requirements specified in Attachment A.1 (System Requirements), Contractor's Customer Support service level requirements shall also include but not be limited to those listed below:

1. County designated technical support staff that provides First Level Support shall have access to Contractor's Customer Support through the methods outlined in this Exhibit D.
2. County shall have access to Contractor's Customer Support through the Web-based trouble ticketing system or telephone. The trouble ticketing system shall provide for County a simple method to submit, track and update issues that require escalation to Contractor's Customer Support. The authorized County contacts will each receive an account and training on the ticketing system.
3. Contractor shall provide a telephone number for County staff to call during normal Business Hours. This telephone number shall be managed by an automated system to quickly connect County staff with the appropriate Customer Support personnel.
4. Contractor's automated system shall include the functionality of leaving detailed voice mails describing the issues. The voice mails must be responded to within 24 to 48 hours (excluding weekends and holidays).
5. Priority Levels for the Deficiencies shall be assigned according to definitions specified in Section 5.2.1 (Problem Correction Priorities).
6. Contractor shall respond within the period specified in Section 5.2.1 (Problem Correction Priorities) depending on the Priority Level of the Deficiency.

7. Contractor's Customer Support shall be made available to County between 8 a.m. and 5 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays ("Support Hours").
8. Contractor's Customer Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies and keep such County personnel informed regarding the updates and scheduled timeframes to ensure that all maintenance windows are clearly communicated and the requirements of this Exhibit D are met.
9. Contractor shall triage and update submitted Deficiencies and requests to have the priority, description, type, version and other elements of each case modified by Customer Support based on the severity and business impact. The cases may be downgraded or upgraded in priority, and Contractor shall work with County to ensure that the case is diagnosed properly. In the event of any issues regarding a case, the parties may invoke the Dispute Resolution Procedure as defined in the Base Agreement.
10. Deficiency correction, timeframes and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in Section 5 (Correction of Deficiencies).
11. Enhancement suggestions to the Solution shall be submitted using Contractor's Customer Support ticketing system. Contractor shall conduct a preliminary evaluation within thirty (30) days and update the ticket with that preliminary evaluation. Contractor shall use this information in product enhancement planning.

#### 4.3 SOLUTION DATA EXTRACTION

As part of Support Services, Contractor shall be responsible for the County's access to the Solution Data from the Solution to County's Data Store. The access method shall be direct mirror access, unless otherwise elected by County, consistent with Task 5 (Solution Data Extraction) of Exhibit A (Statement of Work). Solution Data extraction shall be highly automated and shall be subject to the criteria specified in Attachment A.1 (System Requirements). Failure to deliver the Solution Data extraction as required more frequently than specified by extract option table below shall be deemed at a minimum a Priority Level 2 Deficiency. Solution Data extraction shall be performed by Contractor at no additional cost beyond the applicable Maintenance Fees.

EXTRACT OPTION TABLE

County Selected Data Extraction Option	Priority Level 2 Deficiency for Failure to Deliver at Required Frequency
Daily	Once per Week
Weekly	Once per Month
Monthly	Once per Quarter (3 months)
Direct mirrored Access	Once per Week

#### 4.4 RESPONSE TIME MONITORING

Contractor shall be responsible for monitoring Response Time of the System to ensure compliance with Subtask 6.1 (Establish Response Time Baseline and Method) of Exhibit A (Statement of Work), including the agreed upon Response Time Baseline(s) and any other



applicable requirements specified in Attachment A.1 (System Requirements) and this Exhibit D.

Contractor shall perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor shall provide County with direct access at any time to the data collected as a result Response Time monitoring. Whenever requested by County, Contractor shall provide County with reports and/or download that data along with all applicable documentation that may be necessary for County to independently monitor the Response Time of the System.

County reserves the right to periodically revisit the Response Time Baselines for resetting to ensure that the Response Time of the Solution does not restrict or delay County's operations.

#### **4.5 BACKUP AND DISASTER RECOVERY**

As part of Support Services, Contractor shall also be responsible for Disaster Recovery services and submission of a formal plan for Disaster Recovery ("Disaster Recovery Plan") as required by the provisions of Exhibit A (Statement of Work).

Contractor or County may declare an event a Disaster. Upon occurrence of a Disaster, Contractor shall provide the services outlined in the Disaster Recovery Plan. Contractor shall be subject to the following service level requirements as part of Disaster Recovery, which shall be contained in and are incorporated into the Disaster Recovery Plan:

1. Contractor shall have complete responsibility for restoration of the Solution.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the Solution.
3. Contractor shall be required to make a declaration of a Disaster and invoke the Disaster Recovery Plan within twelve (12) hours from the disruption of the Production Environment or precipitating event.
4. Contractor shall restore the Solution Data to a point no greater than twenty-four (24) hours prior to the declaration of the Disaster by County or Contractor.
5. County shall be able to logon to the Disaster Recovery site within forty-eight (48) hours of the declaration of the Disaster by County or Contractor.
6. Contractor shall have at a minimum 50% capacity within forty-eight (48) hours and 100% capacity within ninety-six (96) hours of the declaration of the Disaster by County or Contractor.
7. Contractor's failure to make a declaration of a Disaster within twelve (12) hours shall result in the incident and deemed **Unscheduled Downtime**.

### **5. CORRECTION OF DEFICIENCIES**

#### **5.1 IDENTIFICATION OF DEFICIENCIES**

The Deficiencies under this Agreement may be identified either as a result of Contractor's use of its own monitoring system or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Customer Support for resolution in accordance with this Exhibit D.

The Priority Level of a Deficiency shall be assigned according to the Priority Level definition set forth in Section 5.2.1 (Problem Correction Priorities). Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, County may reevaluate and escalate or downgrade the Priority Level of the Deficiency pursuant to Section 5.2.3 (Priority Level Adjustment).

## 5.2 RESOLUTION OF DEFICIENCIES

### 5.2.1 PROBLEM CORRECTION PRIORITIES

County shall assign the Priority Level to each Deficiency reported by County to Contractor's Customer Support. Contractor shall assign Priority Levels to Deficiencies discovered by its own problem monitoring system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Timeframe" specified below and resolve each such Deficiency within the specified "Resolution Time". Resolution Time for correction of Deficiencies shall start tolling when County first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor's Customer Support, and shall end when County determines that the Deficiency has been resolved.

<b>PRIORITY LEVEL</b>	<b>DESCRIPTION OF DEFICIENCY</b>	<b>RESPONSE TIMEFRAME</b>	<b>RESOLUTION TIME</b>
<b>1 - Critical</b>	System is down, practically down (e.g., Response Time is at or over four (4) times the agreed upon Response Time Baseline) or does not function at all, as determined by County. There is no way to circumvent the problem; a significant number of County users are affected. A production business system is inoperable.	One (1) Business Hour	One (1) Business Day
<b>2 – Severe</b>	A component of the Solution is not performing in accordance with the Specifications (e.g., Response Time is at two (2) or three (3) times the agreed upon Response Time Baseline), creating significant County business impact, or its core functionality is not available, as determined by County.  OR  (i) There is a Minimum Requirement that is not being met or (ii) mandatory reporting is inaccurate. Resolution Time for these two Severe Deficiencies may be extended at the sole discretion of County.	Four (4) Business Hours  _____  One (1) Business Day	Two (2) Business Days  _____  Two (2) weeks
<b>3 – Moderate</b>	A component of the Solution is not performing in accordance with the Specifications; there are unexpected results, moderate or minor operational impact, as determined by County.	One (1) Business Day	Two (2) weeks
<b>4 – Low</b>	This is a low impact problem and is not significant to operations or is related to education (e.g., general "how to" and informational Solution Software questions, Documentation requests, understanding of reports or general "how to" create reports), as determined by County.	Two (2) Business Days	Next Version Release or 6 months unless otherwise agreed to by County and Contractor

**5.2.2 PROBLEM RESOLUTION PROCESS**

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Priority Level 1 or Priority Level 2 Deficiency. County and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a workaround.

Contractor shall provide the best level of effort to correct all Deficiencies and, in particular, Deficiencies with Priority Level 1 through Priority Level 3. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by County's Project Manager. The parties will jointly cooperate during this period of time.

**5.2.3 PRIORITY LEVEL ADJUSTMENT**

County may escalate or downgrade a Priority Level of a Deficiency if the Deficiency meets the definition of the Priority Level as escalated or downgraded. A Deficiency may also be escalated by County if the Deficiency persists or re-occurs, as determined by County's Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 5.2.1 (Problem Correction Priorities). Contractor may not downgrade a Priority Level without the consent of County's Project Manager. Contractor may not "close" or "inactivate" a trouble ticket or Deficiency report without the consent of County's Project Manager. Contractor may request a special exception to the above timeline where there are extenuating circumstances, with the decision for extension made at the discretion of County's Project Manager.

If a workaround may be provided by Contractor for a Deficiency, County may elect to downgrade the Priority Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, County will be able to escalate the Priority Level back to the Original Priority Level or higher, as provided herein.

**6. WARRANTIES**

**6.1 GENERAL WARRANTIES**

Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, including Exhibit A (Statement of Work) with all attachments thereto including Attachment A.1 (System Requirements), and this Exhibit D.

2. All System components shall interface and be compatible with each other; and the System components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement.
3. Unless specified otherwise herein, the Solution shall be free from any and all material Deficiencies.
4. The System Maintenance service levels shall not degrade during the term of the Agreement.
5. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of County’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to for purposes of this Exhibit D as “Disabling Device(s)”), which could block access to or prevent the use of the System or any component by County or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device.
6. In addition, Contractor shall prevent viruses from being incorporated or introduced into the System or updates or enhancements thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of on-line support.

#### **6.2 SYSTEM WARRANTIES**

Contractor also represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. All System components shall interface and be compatible with each other.
2. The Solution shall be fully compatible with the rest of the System components and any enhancements or upgrades shall be backward compatible with the County’s standard browser(s) and operating system version(s) operated on County workstations.
3. The System, including the Solution, shall be capable of delivering all of the functionality and meeting all requirements as set forth in this Agreement, including without limitation the System Requirements and the Specifications.

#### **6.3 SYSTEM PERFORMANCE REQUIREMENTS**

Contractor represents, warrants, covenants and agrees that the System shall meet the System Performance Requirements within Contractor’s control, including but not limited to those relating to Response Time and System Availability, as further specified in this Exhibit D and Attachment A.1 (System Requirements). All System Performance Deficiencies shall be

deemed at a minimum Priority Level 2 for the purpose of the correction of Deficiencies and other County remedies.

The System shall be subject to the System Performance Requirements specified below.

System Performance Category	System Performance Requirement
System Availability	Ninety-nine and one half percent (99.5%)
Response Time	Response Time Baseline(s) shall be determined in accordance with Subtask 7.1 (Establish Response Time Baseline and Method) of Exhibit A (Statement of Work)
Disaster Recovery	Pursuant to the provisions and requirements of Section 4.5 (Backup and Disaster Recovery).

The following criteria shall be applied with regards to System Performance Requirements:

1. System Availability shall be calculated as follows:  
$$\text{System Availability} = (\text{Total Monthly Time} - \text{Unscheduled Downtime}) \div \text{Total Monthly Time}$$
  2. Response Time shall be established using County required and Contractor supplied Response Time measurement method, which is a component of the Solution. The Response Time Baselines shall be established in accordance with Subtask 7.1 (Establish Response Time Baseline and Method) of Exhibit A (Statement of Work) and Attachment A.1 (System Requirements). Response Time Baselines shall apply to all three (3) periods of Response Time measurement: Peak Period, Business Hours and Off-Business Hours.
  3. Response Time measurement shall be calculated using a simple average method for each of the three (3) periods of Response Time measurement as provided below.
- If the average Response Time is greater than the Response Time Baseline for any six (6) periods within a calendar month, County shall notify Contractor using the Customer Support trouble ticketing system.
  - Contractor shall keep County informed of the progress of the Response Time problem with the objective of providing a solution as quickly as possible.
  - Contractor will not responsible for performance within the Los Angeles network (LANET).
  - Initial Response time performance shall be measured in accordance with the methods established pursuant to Subtask 3.1 (Establish Response Time Baseline and Method) of Exhibit A (Statement of Work). County reserves the right to modify the baseline and/or methods if County determines that the Solution is restricting or delaying County's operations.

**7. REMEDIES****7.1 GENERAL**

Credits shall accrue for Unscheduled Downtime, including Contractor's failure to meet the System Availability requirements and/or Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits and this Exhibit D, "Unscheduled Downtime" shall mean the total amount of time during any calendar month, measured in minutes, during which the System has a Major Deficiency that is unresolved by Contractor, excluding Scheduled Downtime.

**7.2 SERVICE CREDITS**

Without limiting any other rights and remedies available to County, either pursuant to this Agreement, by law or in equity, County shall be entitled to Service Credits calculated based on the length of Unscheduled Downtime as provided below, subject to the Dispute Resolution Procedure.

Services Credits will not be assessed for Scheduled Downtime.

LENGTH OF CONTINUOUS UNSCHEDULED DOWNTIME	SERVICE CREDITS
1 to 4 hours	1 day of Service Credits equal to 1/30th of Monthly Fees
4 to 48 hours	2 days of Service Credits equal to 1/15th of Monthly Fees
48 to 96 hours	5 days of Service Credits equal to 1/6th of Monthly Fees
Each additional block of 96 hours thereafter	Additional 5 days of Service Credits equal to 1/6th of Monthly Fees

Service Credits shall be calculated separately for each applicable incident of a Deficiency and shall be added up to be assessed at the end of each month of System Maintenance. Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from County's payment due to Contractor.

**7.3 SYSTEM RESPONSE TIME DEFICIENCIES**

A Response Time Deficiency that fits the definition of a Major Deficiency as a Priority Level 1 or Priority Level 2 shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Section 7.2 (Service Credits) above. In addition, the System shall be deemed to be experiencing Unscheduled Downtime after thirty (30) days of any Response Time Deficiency unresolved by Contractor, entitling County to assess Service Credits.

**SCHEDULE D.1**  
**NETWORK DATA CLASSIFICATION STANDARD**  
**for**  
**AAA Solution**

## Schedule D.1 – Network Data Classification Standard

Security Level	Network Connection Methodologies	Security Standard and/or Legislation	Type and Classification of Information
HIGH	<p>A private, dedicated or point-to-point wired circuit (e.g., frame-relay, fractional T-1, ISDN, etc.) with a requirement to use some form of encryption across the circuit; AND/OR,</p> <p>Additionally, acceptable encryption methodologies (software/hardware) are: Virtual Private Network (VPN), Secure Sockets Layer (SSL), Secure Shell (SSH), Site-to-Site VPN, and SSL VPN. For protection beyond the circuit boundaries, additional application level security controls may also be deployed e.g.; Secure FTP or PKI.</p>	<p>NIST Recommended Security Controls for Federal Information Systems (Special Publication 800-53), October 2003 DRAFT.</p> <p>FIPS Publication 199 – Standards for Security Categorization of Federal Information and Information Systems.</p> <p>NIST Risk Management Guide for Information Technology Systems; section 4.4.1.2 Preventive Technical Controls (Special Publication 800-30), October 2001.</p>	<p>Any sensitive/confidential (e.g., Personally Identifiable Information) information that is regulated by Federal, State, or local legislation that indicates network requirements for this level of security. Information that requires stringent security and accountability may apply to, for instance, HIPAA, Welfare Institution Codes, etc.</p> <p>Financial transactions regardless of the volume or dollar amount. One-time transactions such as minor e-commerce transactions can have a lower and acceptable level of security, and may not need this high level of security.</p>
MEDIUM	<p><i>A PRIVATE, DEDICATED, OR POINT-TO-POINT WIRED CIRCUIT WHILE THE DATA IS TRANSMITTED IN CLEAR TEXT (NO USE OF ENCRYPTION), OR A VPN TUNNELING SESSION OVER THE PUBLIC INTERNET.</i></p>	<p>NIST Recommended Security Controls for Federal Information Systems (Special Publication 800-53), October 2003 DRAFT.</p> <p>FIPS Publication 199 – Standards for Security Categorization of Federal Information and Information Systems.</p>	<p>Any information that is proprietary, investigative and security management.</p> <p>Remote diagnostic or maintenance service requiring access.</p>
LOW	<p>Public Internet session using SSL or equivalent level of encryption.</p> <p>Only encryption is required, not tunneling as with VPN.</p>	<p>FIPS Publication 199 – Standards for Security Categorization of Federal Information and Information Systems.</p>	<p>Any information that is regulated by Federal, State, or local legislation that indicates minimal requirements.</p> <p>Financial transactions like e-commerce that are short-lived are acceptable to transmit over the Internet.</p>

**\*NOTE:** In addition to this matrix, the security of the application and its data must follow applicable County standards and policies. Security standards for the entire data path are also required.



**SCHEDULE D.2**  
**IT CONFIDENTIALITY AND ACCEPTABLE USE POLICIES**  
**for**  
**AAA Solution**

**COUNTY OF LOS ANGELES  
AGREEMENT FOR ACCEPTABLE USE AND  
CONFIDENTIALITY OF  
COUNTY'S INFORMATION TECHNOLOGY ASSETS,  
COMPUTERS, NETWORKS, SYSTEMS AND DATA**

As a Los Angeles County employee, contractor, vendor or other authorized user of County Information Technology (IT) assets including computers, networks, systems and data, I understand that I occupy a position of trust. I will use County IT assets for County management approved business purposes only and maintain the confidentiality of County's business and Citizen's private data. As a user of County's IT assets, I agree to the following:

- A. Computer crimes: I am aware of California Penal Code 502(c) - Comprehensive Computer Data Access and Fraud Act (attached). I will immediately report any suspected computer misuse or crimes to my Management.
- B. Security access controls: I will not subvert or bypass any security measure or system which has been implemented to control or restrict access to computers, networks, systems or data. I will not share my computer identification codes (log-in ID, computer access codes, account codes, ID's, etc.) or passwords.
- C. Approved business purposes: I will use the County's Information Technology (IT) assets including computers, networks, systems and data for County management approved business purposes only.
- D. Confidentiality: I will not access or disclose any County program code, data, information or documentation to any individual or organization unless specifically authorized to do so by the recognized information owner.
- E. Computer virus and malicious code: I will not intentionally introduce any computer virus, worms or malicious code into any County computer, network, system or data. I will not disable or delete computer virus detection and eradication software on County computers, servers and other computing devices I am responsible for.
- F. Offensive materials: I will not access or send any offensive materials, e.g., sexually explicit, racial, harmful or insensitive text or images, over County owned, leased or managed local or wide area networks, including the public Internet and other electronic mail systems, unless it is in the performance of my assigned job duties, e.g., law enforcement. I will report to my supervisor any offensive materials observed by me or sent to me on County systems.
- G. Public Internet: I understand that the Public Internet is uncensored and contains many sites that may be considered offensive in both text and images. I will use County Internet services for approved County business purposes only, e.g., as a research tool or for electronic communication. I understand that the County's Internet services may be filtered but in my use of them I may be exposed to offensive materials. I agree to hold the County harmless should I be inadvertently exposed to such offensive materials. I understand that my Internet activities may be logged, are a public record, and are subject to audit and review by authorized individuals.
- H. Electronic mail and other electronic data: I understand that County electronic mail (e-mail), and data, in either electronic or other forms, are a public record and subject to audit and review by authorized individuals. I will comply with County e-mail use policy and use proper business etiquette when communicating over e-mail systems.

- I. Copyrighted materials: I will not copy any licensed software or documentation except as permitted by the license agreement.
- J. Disciplinary action for non-compliance: I understand that my non-compliance with any portion of this Agreement may result in disciplinary action including my suspension, discharge, denial of service, cancellation of contracts or both civil and criminal penalties.

***CALIFORNIA PENAL CODE 502(c) -  
“COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT”***

Below is a section of the “Comprehensive Computer Data Access and Fraud Act” as it pertains specifically to this Agreement. California Penal Code 502(c) is incorporated in its entirety into this Agreement by reference and all provisions of Penal Code 502(c) apply. For a complete copy, consult the Code directly at website [www.leginfo.ca.gov/](http://www.leginfo.ca.gov/).

502.(c) Any person who commits any of the following acts is guilty of a public offense:

- K. Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongly control or obtain money, property, or data.
- L. Knowingly accesses and without permission takes, copies or makes use of any data from a computer, computer system, or computer network, or takes or copies supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.
- M. Knowingly and without permission uses or causes to be used computer services.
- N. Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- O. Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.
- P. Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network is in violation of this section.
- Q. Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.
- R. Knowingly introduces any computer contaminant into any computer, computer system, or computer network.

**I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:**

Employee’s Name	Employee’s Signature	Date
Manager’s Name	Manager’s Signature	Date

**EXHIBIT E**  
**ADMINISTRATION OF AGREEMENT**  
**for**  
**AAA Solution**

**EXHIBIT E**  
**ADMINISTRATION OF AGREEMENT**

**1. COUNTY KEY PERSONNEL**

AGREEMENT NO. \_\_\_\_\_

**COUNTY'S PROJECT DIRECTOR:**

Name: Otto Solozano  
Title: Chief Deputy  
Address: 3175 West 6<sup>th</sup> Street  
Los Angeles CA, 90020  
Telephone: (213) 738-2617  
Facsimile: (213) 637-0088  
E-Mail Address: [OSolozano@css.lacounty.gov](mailto:OSolozano@css.lacounty.gov)

**COUNTY'S PROJECT MANAGER:**

Name: Jorge Merchan  
Title: Information Systems Supervisor  
Address: 3175 West 6<sup>th</sup> Street  
Los Angeles CA, 90020  
Telephone: (213) 738-3148  
Facsimile: (213) 637-0088  
E-Mail Address: [JMerchan@css.lacounty.gov](mailto:JMerchan@css.lacounty.gov)

**DIRECTOR:**

Name: Cynthia D. Banks  
Title: Director  
Address: 3175 West 6<sup>th</sup> Street  
Los Angeles CA, 90020  
Telephone: (213) 637-0798  
Facsimile: (213) 380-8275  
E-Mail Address: [CBanks@css.lacounty.gov](mailto:CBanks@css.lacounty.gov)

**EXHIBIT E**  
**ADMINISTRATION OF AGREEMENT**

**2. CONTRACTOR KEY PERSONNEL**

AGREEMENT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Doug Kolen  
Title: Project Director  
Address: 150 Grand Avenue  
Oakland, CA 94612  
Telephone: (510) 986-6700 ext. 508  
Facsimile: (510) 986-6707 (front desk)  
E-Mail Address: [Doug@getcare.com](mailto:Doug@getcare.com)

**CONTRACTOR'S PROJECT MANAGER:**

Name: Alana Hawkins  
Title: Project Manager  
Address: 150 Grand Avenue  
Oakland, CA 94612  
Telephone: (510) 986-6700 ext. 511  
Facsimile: (510) 986-6707 (front desk)  
E-Mail Address: Alana@getcare.com

**CONTRACTOR'S PROJECT EXECUTIVE:**

Name: Michael Zawadski  
Title: Vice President of Operations  
Address: 150 Grand Avenue  
Oakland, CA 94612  
Telephone: (510) 986-6700 ext. 101  
Facsimile: (510) 986-6707 (front desk)  
E-Mail Address: Mike@getcare.com

**EXHIBIT F**  
**CONFIDENTIALITY AND ASSIGNMENT AGREEMENT**  
**for**  
**AAA Solution**

***Exhibit F***  
***Confidentiality and Assignment Agreement***

CONTRACTOR \_\_\_\_\_

**8. GENERAL INFORMATION**

The organization identified above (“Contractor”) is under contract (“Contract”) to provide Work (as such term is defined in the Contract) to the County of Los Angeles (“County”). County requires each employee, agent, consultant, outsourced vendor and independent contractor of this Contractor performing Work under such Contract to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality and Assignment Agreement, represents that it shall ensure each such staff member’s compliance with the obligations regarding such data and information, as set forth in the Base Agreement, including this Exhibit F.

**9. CONTRACTOR ACKNOWLEDGMENT**

Contractor understands and agrees that all of Contractor’s, or any subcontractor’s, staff that will provide Work pursuant to the above-referenced Contract are Contractor’s, or any subcontractor’s, sole responsibility. Contractor understands and agrees that its, or any subcontractor’s, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff’s performance of Work under this Agreement.

Contractor understands and agrees that its, or any subcontractor’s, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Work under the above-referenced Contract. Contractor understands and agrees that its, or any subcontractor’s, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

**10. CONFIDENTIALITY**

Contractor, any subcontractor, and their staff, by virtue of performing Work under the above-referenced Contract, may come in contact with (i) Confidential Information (as such term is defined in the Base Agreement to the Contract), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations doing business with County Contractor, any of its subcontractors (collectively for the purpose of this Exhibit F “Confidential Information”). By signing this Agreement, Contractor agrees that, by virtue of involvement in the Work under the Contract, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Paragraph 21 (Confidentiality and Security) of the Base Agreement and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person



or otherwise disclose any Confidential Information obtained while performing Work under the above-referenced Contract; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Work pursuant to the Contract. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to County's Project Manager under the Contract.

Contractor agrees to report to County's Project Manager under the Contract any and all violations of this Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware.

Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to County's Project Manager under the Contract upon completion of the above-referenced Contract, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

#### 11. **ASSIGNMENT OF PROPRIETARY RIGHTS**

As used in this Agreement, "Products" means any inventions, trade secrets, ideas, original works of authorship or Confidential Information conceived, developed, discovered or made in whole or in part during performance of Work relating to the Contract by any employee, agent, consultant, outsourced vendor or independent contractor of Contractor, including County Materials (as such term is defined in the Base Agreement to the Contract). All Products, while produced, shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Products shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Products are determined not to constitute "works made for hire", or if any rights in the Products do not accrue to Contractor as a work made for hire, Contractor agrees to ensure that all right, title and interest in such Products, including but not limited to all copyrights, patents, trade secret rights and other proprietary rights in or relating to the Products, are irrevocably assigned and transferred to Contractor to the maximum extent permitted by law all. Without limiting the foregoing, Contractor agrees to ensure that (i) all economic rights to the Products, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey, and otherwise exploit the Products, are assigned and transferred to Contractor; (ii) Contractor is entitled to any and all modifications, uses, publications and other exploitation of the Products without consequences; and (iii) Contractor obtains United States or foreign letters patent, copyright registrations and other proprietary rights covering inventions and original works of authorship in the Products.

Contractor agrees to execute all necessary documents and to perform all other acts in order to assign all of Contractor's right, title and interest in the Products in accordance with the Base Agreement.

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

PRINTED\_\_\_\_\_

TITLE\_\_\_\_\_

**EXHIBIT G**  
**CONTRACTOR'S EEO CERTIFICATION**  
**for**  
**AAA Solution**

**EXHIBIT G**  
**CONTRACTOR'S EEO CERTIFICATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries and holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CERTIFICATION**

- |   | YES   | NO    |
|---|-------|-------|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.  | (   ) | (   ) |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.  | (   ) | (   ) |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.   | (   ) | (   ) |
| 4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | (   ) | (   ) |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)

**EXHIBIT H**  
**JURY SERVICE PROGRAM**  
**for**  
**AAA Solution**

*See Appendix G to RFP*

**EXHIBIT I**  
**SAFELY SURRENDERED BABY LAW**  
**for**  
**AAA Solution**

*See Appendix J to RFP*

**EXHIBIT J**  
**CHARITABLE CONTRIBUTIONS CERTIFICATION**  
**for**  
**AAA Solution**

*See Appendix D, Exhibit 12 to RFP*

**EXHIBIT K**  
**SOURCE CODE ESCROW AGREEMENT**  
**for**  
**AAA Solution**

*To Be Determined*



**EXHIBIT L**  
**REQUEST FOR PROPOSALS (RFP)**  
**for**  
**AAA Solution**

***To Be Incorporated By Reference***

**EXHIBIT M**  
**CONTRACTOR'S PROPOSAL**  
**for**  
**AAA Solution**

*To Be Incorporated By Reference*